

MINUTES  
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

April 19, 2017

The Board of Directors (the “Board”) of the Fort Bend Grand Parkway Toll Road Authority (the “Authority”) met in regular session, open to the public, on April 19, 2017, at the offices of the Greater Fort Bend Economic Development Council, One Fluor Daniel Drive, Sugar Land, Texas, and the roll was called of the members of the Board:

James D. Condrey, DDS	Chairman
Bobbie A. Tallas	Vice Chairman
Charles Rencher	Secretary
Dean Hrbacek	Assistant Secretary
William D. Kee, III	Treasurer/Assistant Vice Chairman

and all of the above were present except Director Rencher, thus constituting a quorum.

Also present for all or part of the meeting were: Cassie Stinson of Boyar Miller; Colin Parrish of Statehouse Consultants LLC; Pamela Logsdon of AVANTA Services; Cliff Kavanaugh of FirstSouthwest, a Division of Hilltop Securities, Inc.; Richard Stolleis of Fort Bend County (the “County”); Gary Gehbauer of Brown & Gay Engineers, Inc.; Michael Stone, Phil Martin, and Megan Browne of Mike Stone Associates, Inc. (“MSA”); Richard L. Muller, Jr. and Amy N. Love of The Muller Law Group (“MLG”). A list of others in attendance is attached.

Director Condrey called the meeting to order.

RECEIVE PUBLIC COMMENTS

Director Condrey opened the meeting to receive public comments. There being no further public comments, Director Condrey closed the meeting to public comments.

CONSENT AGENDA

Director Kee moved to approve all items on the consent agenda, which includes: (1) the meeting minutes from March 15, 2017; (2) the bookkeeper’s report, including payment of bills; and (3) the operating report. Director Tallas seconded the motion, which was approved by unanimous vote. Copies of documents related to consent agenda items are included in the attached Board Book.

UPDATE ON SOUND MITIGATION ALTERNATIVES ALONG SEGMENT C FROM DRAINAGE CHANNEL TO SANSBURY BOULEVARD

Mr. Muller reported on a meeting held with Texas Department of Transportation (“TxDOT”) on April 10, 2017, to discuss a sound wall. He stated that he is waiting on additional information from TxDOT regarding legal matters. Mr. Muller added that the design engineers has been asked to provide the Authority with a letter confirming that the road meets all safety requirements and guidelines. The Board requested the letter from the design engineer be forwarded to all Board members and the Canyon Gate Homeowners Association once received.

## AMEND TOLL RATE SCHEDULE

Mr. Stone and Mr. Muller reviewed and discussed changes that were made to the Amended and Restated Order Establishing a Toll Rate Schedule for the Fort Bend Grand Parkway Toll Road ("Order") and Business Requirements. Following review and discussion, Director Kee moved to: (1) adopt the Order, subject to approval by Commissioners Court; and (2) approve the revised Business Requirements, subject to approval by Commissioners Court. Director Tallas seconded the motion. Director Condrey called the question, and Directors Tallas, Condrey, and Kee voted aye. Director Hrbacek voted no. The motion thus passed.

## ADDITIONAL OPERATING MATTERS

Mr. Stone discussed additional operating matters with the Board and reported on permits applications and construction along the Grand Parkway.

Mr. Stone reported on the transition of violation processing services from Conduent (formerly Xerox) to SWC Group, LLC ("SWC"). He noted that the first phase of the transition occurred and SWC's call center is open and processing violations. Mr. Stone added that the second phase, mailing of toll violation notices, is scheduled to start in May 2017.

Ms. Browne reviewed a chart detailing the number of calls received and customer hold times with SWC. She noted that customer service has improved significantly.

Mr. Stone reported that MSA is working on revising the Authority's website. He stated that that a draft of the revised website is scheduled to be available for review by the Board at the next regular Board meeting. Mr. Stone then recommended the Board consider adopting a new logo for the Authority that is more visible at night. No Board action was taken.

Mr. Stone reported on the flood monitoring system and gave an update on the services that will be provided by Remote Monitoring Systems and services that will be provided by the Authority. No Board action was taken.

## CAPITAL IMPROVEMENTS

### SEGMENT "C" PHASE I (U.S. 59 TO RABBS BAYOU)

Mr. Stone reported on the status of the project and recommended approval of Change Order Nos. 11, 12, 13, and 14 in the amounts of \$3,008.75, \$16,000, \$3,765.04, and \$2,469.45, respectively, to James Construction Group for the construction of Segment "C," Phase 1. He added that final acceptance of this project is scheduled to be presented at the next regular Board meeting. Following review and discussion, Director Tallas moved to approve the Change Orders. Director Kee seconded the motion, which was approved by unanimous vote.

### DESIGN OF DIRECT CONNECTORS AT FM 1093/WESTPARK

Mr. Gehbauer reported on the progress of design of the direct connectors at FM 1093.

JOINT PROJECT AGREEMENT WITH FORT BEND COUNTY FOR U-TURNS AT HARLEM ROAD

Mr. Stolleis reviewed a Joint Project Agreement Regarding Harlem Road Intersection Improvements and Related Construction (the "Agreement") between the Authority and the County. Following review and discussion, Director Hrbacek moved to approve the Agreement, subject to approval by Commissioners Court. Director Kee seconded the motion, which was approved by unanimous vote.

SPECIAL PROJECTS

Mr. Stone reviewed the Authority's special projects list.

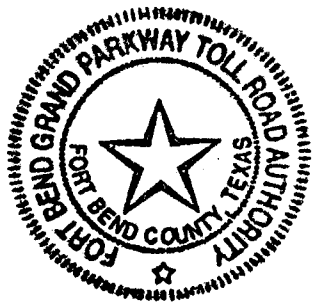
Mr. Muller distributed and reviewed an Interlocal Agreement for the Design and Construction of Erosion Control Facilities between the Authority and Fort Bend County Levee Improvement District No. 7 ("LID No. 7") ("Interlocal Agreement") for repair work related to the Brazos River Erosion. Discussion ensued regarding revisions to the Interlocal Agreement and the Board requested a portion of Section 3.3 be revised to require LID No. 7 to repay the Authority the funding balance one year from the effective date and for interest to accrue on any funding balance that remains unpaid after the deadline established in Section 3.3 at a rate equal to the interest rate on 2-year U.S. treasury on the day the fund balance is due. Following review and further discussion, Director Hrbacek moved to approve and authorize execution of the Interlocal Agreement subject to (1) final approval by Director Condrey and Tallas and (2) approval by Commissioners Court. Director Kee seconded the motion, which was approved by unanimous vote.

Mr. Stone recommended the Board approve Supplemental Agreement No. 2 in the amount of \$398,066.46 to the contract with Freese and Nichols, Inc. ("F&N") to provide for geotechnical services, design and construction documents for the protection of the north bridge abutment. Following review and discussion, Director Tallas moved to approve Supplemental Agreement No. 2 with F&N, subject to approval by Commissioners Court. Director Kee seconded the motion, which was approved by unanimous vote.

Mr. Stone reported on the status of the turn lane and signal modification at FM 1093/SH 99. He stated that a notice to proceed will be issued on April 24, 2017. No Board action was needed.

There being no further business to come before the Board, the meeting was adjourned.

(SEAL)



  
Secretary, Board of Directors

LIST OF ATTACHMENTS

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# ATTENDANCE & PUBLIC COMMENTS SIGN-UP SHEET

## FORT BEND COUNTY TOLL ROAD AUTHORITY AND FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

- The public comment period is for speakers to address the Board concerning items not on the agenda.
- The Board can not engage in discussion on topics not on the agenda, except as otherwise provided by law. No action is required by the Board in response to a speaker.
- Speakers wishing to address the Board on particular agenda items should indicate which agenda item and will be allowed to address the Board at the beginning of that agenda item.
- All speakers will be allowed three (3) minutes to address the Board (the Chairman may extend the allotted time at his or her discretion).
- No more than three speakers will be received by the Board on any one topic. The total number of speakers received by the Board will not exceed ten (10) (the Chairman may extend the number of speakers at his or her discretion).

<u>NAME</u>	<u>COMPANY/ORGANIZATION</u>	<u>EMAIL ADDRESS</u>	<u>AGENDA ITEM</u> <input type="checkbox"/> YES (PLEASE indicate which no. ____) <input type="checkbox"/> NO
ROLANDO PEREZ	CANYON GATE	ROLANDO.PEREZ@ATT.net	
1. Charles Mendez	Canyon Gate HOA	6202 Forest Glade DR. 77469	15/0
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**  
**SUMMARY OF INVOICES FOR BOARD APPROVAL**  
**April 19, 2017 - SUPPLEMENTAL**

Payee/Description	Invoice #	Amount
PRELIMINARY PHASE		
NONE		
DESIGN PHASE		
NONE		
CONSTRUCTION PHASE	# 805	
NONE		
OPERATIONS & MAINTENANCE	# 815	
CAPITAL OUTLAY		
NONE		
MANAGEMENT & ADMINISTRATION PHASE	# 815	
NONE		
FINANCING	# 815	
NONE		
SECTION C-1 LOAN from FBCTRA		
FORT BEND MUD #116	SEGMENT C-1	
	106901-2016	94.24
	71901-2016	27.99
	78901-2016	43.99
JAMES CONSTRUCTION GROUP, LLC	SEGMENT C-1 3/31/2017	EST # 12
	Cumulative Retainage to date \$278,725.81	1,265.72
	TOTAL	1,431.94
CUMULATIVE RETAINAGE TO DATE \$278,725.81		
SERIES 2012-CONSTRUCTION -		
OPERATIONS -		
SECTION C-1 (Loan from FBCTRA) 1,431.94		

## FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

The Board of Directors of Fort Bend Grand Parkway Toll Road Authority will hold a regular meeting on Wednesday, April 19, 2017, at 5:30 p.m., at the Greater Fort Bend Economic Development Council, One Fluor Daniel Drive, Lakepoint Plaza, Building D, Conference Room, Sugar Land, Texas, to discuss and, if appropriate, act upon the following items:

1. Receive public comments.

CONSENT AGENDA: The following items are considered routine by the Board and will be enacted by one motion. No separate discussion will occur on these items unless a Board member so requests, in which event, the item will be removed and considered during the Regular Agenda.

2. Approve minutes of previous meetings.
3. Approve financial and bookkeeping matters, including payment of bills, account reconciliation budget, funds flow, and summary of construction pay estimates.
4. Operating report.

### REGULAR AGENDA:

5. Update on sound mitigation alternatives along Segment C from drainage channel to Sansbury Boulevard.
6. Amended and Restated Order Establishing a Toll Rate Schedule for the Fort Bend Grand Parkway Toll Road System; Prohibiting the Operation of a Motor Vehicle on the Road System After Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of the Order; Containing Other Provisions Relating to the Subject.
7. Additional operating matters, including:
  - A. Update on permit applications and construction along the Grand Parkway;
  - B. Transition of violation processing services;
  - C. Update on Customer Service Initiative; and
  - D. Discuss flood monitoring system.
8. Capital Improvements:
  - A. Segment "C" Phase I (U.S. 59 to Rabbs Bayou), including:
    - i. approval of pay estimates, change orders, and final acceptance as appropriate.
  - B. Design of Direct Connectors at FM 1093/Westpark; and
  - C. Joint Project Agreement with Fort Bend County for U-turns at Harlem Road.
9. Special projects, including:
  - A. Brazos River erosion, including:
    - i. Joint Project Agreement with Fort Bend County Levee Improvement District No. 7; and
    - ii. Supplemental Agreement No. 2 with Freese and Nichols, Inc.

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's attorney at 281.500.6050 at least three business days prior to the meeting so that appropriate arrangements can be made.

Fort Bend Grand Parkway Toll Road Authority reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney about Pending or Contemplated Litigation), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.086 (Economic Development).

- B. FM 1093/SH 99 turn lane and signal modification, including:
  - i. approval of pay estimates, change orders, and final acceptance as appropriate.
- C. Segment D drainage study;
- D. Design of West Airport Boulevard exit ramp;
- E. TransCore trip aggregation;
- F. Overhead and large sign modifications;
- G. Brazos River bridge (replace approach slabs);
- H. Owens Road bridge (replace approach slabs);
- I. Ditch M/Bullhead Slough/Oyster Creek approach slab;
- J. Traffic signal ITS communications;
- K. TranStar speed monitors;
- L. Traffic surveillance cameras; and
- M. Toll plaza lighting.

(SEAL)



Richard Muller  
Attorney for the Authority

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's attorney at 281.500.6050 at least three business days prior to the meeting so that appropriate arrangements can be made.

Fort Bend Grand Parkway Toll Road Authority reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney about Pending or Contemplated Litigation), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.086 (Economic Development).



## April 19, 2017 - Board Book FBGPTRA

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### **Agenda Item 1: Receive public comments.**

Recommended Action: Receive public comments.

Attachments:

Notes:

- The public comment period is for speakers to address the Board concerning items not on the agenda.
- The Board can not engage in discussion on topics not on the agenda, except as otherwise provided by law. No action is required by the Board in response to a speaker.
- Speakers wishing to address the Board on particular agenda items should indicate which agenda item and will be allowed to address the Board at the beginning of that agenda item.
- All speakers will be allowed three (3) minutes to address the Board (the Chairman may extend the allotted time at his or her discretion).
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## April 19, 2017 - Board Book FBGPTRA

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### **Agenda Item 2: Approve minutes of previous meetings.**

The Meeting Minutes from last month's Board Meeting are attached for the Board's review and approval.

Recommended Action: Approve the Minutes of the Regular Meeting on March 15, 2017.

#### Attachments:

- i. March 15, 2017 Regular Meeting Minutes

#### Notes:

MINUTES  
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

March 15, 2017

The Board of Directors (the "Board") of the Fort Bend Grand Parkway Toll Road Authority (the "Authority") met in regular session, open to the public, on March 15, 2017, at the offices of the Greater Fort Bend Economic Development Council, One Fluor Daniel Drive, Sugar Land, Texas, and the roll was called of the members of the Board:

James D. Condrey, DDS	Chairman
Bobbie A. Tallas	Vice Chairman
Charles Rencher	Secretary
Dean Hrbacek	Assistant Secretary
William D. Kee, III	Treasurer/Assistant Vice Chairman

and all of the above were present, thus constituting a quorum.

Also present for all or part of the meeting were: Pamela Logsdon of AVANTA Services; Trey Cash of FirstSouthwest, a Division of Hilltop Securities, Inc. ("First Southwest"); Richard Stolleis and Ed Sturdivant of Fort Bend County (the "County"); Gary Gehbauer and Dave Johnston of Brown & Gay Engineers, Inc. ("B&G"); Michael Stone, Phil Martin, Sherrie Knoepfel and Megan Browne of Mike Stone Associates, Inc. ("MSA"); Nancy Carter and Jenny Salgado of The Muller Law Group ("MLG"). A list of others in attendance is attached.

Director Condrey called the meeting to order.

RECEIVE PUBLIC COMMENTS

Director Condrey opened the meeting to receive public comments. There being no further public comments, Director Condrey closed the meeting to public comments.

CONSENT AGENDA

Director Kee moved to approve all items on the consent agenda, which includes: (1) the meeting minutes from February 15, 2017; (2) the bookkeeper's report, including payment of bills; and (3) the operating report. Director Tallas seconded the motion, which was approved by unanimous vote. Copies of documents related to consent agenda items are included in the attached Board Book.

ANNUAL REPORT AND FILING IN ACCORDANCE WITH THE AUTHORITY'S CONTINUING DISCLOSURE OF INFORMATION AGREEMENT AND AS REQUIRED BY SEC RULE 15c2-12

The Board reviewed a draft of the Authority's 2017 annual report prepared by First Southwest. Ms. Carter stated that the Authority is required to file its annual report with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access System ("EMMA") pursuant to SEC Rule 15c2-12 prior to March 30, 2017. After review and discussion, Director Kee moved to approve the annual report, subject to final review and approval by Directors Hrbacek and Kee, and authorize filing of the annual report through EMMA. Director Tallas seconded the motion, which

passed unanimously.

APPROVE AUDIT FOR FISCAL YEAR END SEPTEMBER 30, 2016

Mr. Garcia presented the Authority's draft audit for the fiscal year end September 30, 2016. A copy of the draft audit is attached in the Board Book. Discussion ensued relating to the timing of the preparation and presentation of the draft audit. After review and discussion, Director Rencher moved to approve the audit and direct that the audit be filed appropriately and retained in the Authority's official records. Director Tallas seconded the motion, which passed unanimously.

UPDATE ON SOUND MITIGATION ALTERNATIVES ALONG SEGMENT C FROM DRAINAGE CHANNEL TO SANBURY BOULEVARD

Mr. Gehbauer and Mr. Stone reported there is a meeting tentatively scheduled for April 10, 2017, with the Texas Department of Transportation ("TxDOT") to discuss the sound wall. No Board action was taken.

ADDITIONAL OPERATING MATTERS

Mr. Stone discussed additional operating matters with the Board.

Mr. Stone updated the Board on the transition of violation processing services from Conduent (formerly Xerox) to SWC Group, LLC ("SWC"). He noted the first phase of the transition will occur on April 3, 2017. Mr. Stone stated that MSA staff will be immediately available from April 3<sup>rd</sup> through April 4<sup>th</sup> to assist with any issues that may occur as a result of initial phase of the transition.

Mr. Stone reviewed Supplemental Agreement No. 1 ("Agreement") with SWC related to fees for image review, mailout expenses, and accelerated service fees. After review and discussion, Director Rencher moved to approve the Agreement with SWC; pending approval by Commissioners Court. Director Hrbacek seconded the motion, which was approved by unanimous vote.

Ms. Brown reviewed Supplemental Agreement No. 6 with TransCore. She noted Attachment 6 includes changes to the scope of work and compensation related to the new Central US IOP-HUB. After review and discussion, Director Tallas moved to approve Supplemental Agreement No. 6 with TransCore; pending approval by Commissioners Court. Director Kee seconded the motion, which was approved by unanimous vote.

Mr. Stone updated and requested authorization to participate in the H-GAC Energy Purchasing Corporation Program ("H-GAC Program") for electricity services for the Authority upon the expiration of its current contract on May 1, 2017. Following review and discussion, Director Hrbacek authorized Mr. Stone to execute a 36-month electricity contract through the H-GAC Program on behalf of the Authority. Director Kee seconded the motion, which was approved by unanimous vote.

Ms. Knoepfel distributed and reviewed a tracking report and customer service initiatives, copies of which are attached in the Board Book. Ms. Knoepfel and Ms. Browne discussed the additional steps MSA is undergoing to improve customer service with callers while the transition of the violations processing services takes place between SWC and Conduent. Ms. Knoepfel noted that

once the transition is complete, the number of calls to MSA should decrease and only escalated issues will be directed to MSA. The Board discussed possible website modifications.

Ms. Browne discussed and reviewed the current contract in place between the Authority and the Fort Bend County Constable's Office, Precinct 4. She noted current budgeted amounts in the contract budget for officer training, and that Precinct 4 has requested approval to send Deputy Hernandez to a training class that costs \$1,000. After review and discussion, Director Tallas moved to approve the attendance and additional cost for Deputy Hernandez to attend the training class. Director Kee seconded the motion, which was approved unanimously.

Mr. Stone requested to meet for a workshop with Directors regarding the Authority's toll rate order. The Board agreed to meet on April 6, 2017, at 5:30 p.m., at the offices of The Muller Law Group.

### CAPITAL IMPROVEMENTS

#### SEGMENT "C" PHASE I (U.S. 59 TO RABBS BAYOU)

Mr. Gehbaur reported on the construction of Segment "C," Phase 1. Mr. Gehbaur recommended the Board approve Pay Estimate No. 11 to James Construction in the amount of \$50,661.21.

Following review and discussion, Director Tallas moved to approve Pay Estimate No. 11 in the amount of \$50,661.21. Director Kee seconded the motion, which was approved by unanimous vote.

#### DESIGN OF DIRECT CONNECTORS AT FM 1093/WESTPARK

Mr. Gehbauer reported on the progress of design of the direct connectors at FM 1093.

#### JOINT PROJECT AGREEMENT WITH FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7

Ms. Carter and Mr. Stolleis presented and reviewed a Joint Project Agreement Regarding Harlem Road Intersection Improvements and Related Construction (the "Agreement") between the Authority and Fort Bend County. The Board tabled action on this agenda item.

### LEGISLATIVE UPDATE

The Board considered consenting to the Assignment, assigning the Contract for Professional Services from G & P Consulting to Statehouse Consultants, LLC. After review and discussion, Director Kee moved to consent to the Assignment and direct that the Assignment be filed appropriately and retained in the District's official records. Director Tallas seconded the motion, which passed by unanimous vote.

SPECIAL PROJECTS

Mr. Stone reviewed the Authority's special projects list with the Board.

Mr. Stone updated the Board on the continuing negotiations for the Joint Project Agreement between the Authority and Fort Bend County Levee Improvement District No. 7 for repair work related to the Brazos River Erosion. No Board action was taken.

Mr. Gehbauer presented and reviewed an engineering services agreement (the "Agreement") with IDS Engineering Group, Inc., in the amount of \$111,083.25, for the design of the southbound exit ramp to serve Harvest Green Boulevard / West Airport Boulevard. After review and discussion, Director Kee moved to approve the Agreement with IDS Engineering Group, Inc., in the amount of \$111,083.25. Director Hrbacek seconded the motion, which was approved by unanimous vote.

There being no further business to come before the Board, the meeting was adjourned.

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Secretary, Board of Directors

(SEAL)

LIST OF ATTACHMENTS

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## April 19, 2017 - Board Book FBGPTRA

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### **Agenda Item 3: Approve financial and bookkeeping matters, including payment of bills, account reconciliation budget, funds flow, and summary of construction pay estimates.**

The Bill Review Committee met on Thursday, April 6, 2017 at the Muller Law Group office to review all bills received this month. All of the invoices and bills being presented to the Board for payment have been reviewed and approved by the Bill Review Committee.

Recommended Action: Approve the bookkeeper's report and recommend payment of bills and construction pay estimates in the amount of \$1,052,449.32 received and reviewed by the Bill Review Committee.

#### Attachments:

- i. Bookkeeper's Report

#### Notes:



**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY  
SUMMARY OF INVOICES FOR BOARD APPROVAL  
April 19, 2017**

Payee/Description			Invoice #	Amount
SERIES 2012 - CONSTRUCTION			#305	
PRELIMINARY PHASE				
NONE				
DESIGN PHASE - DIRECT CONNECTORS @ WESTPARK				
AGUIRRE & FIELDS, LP	SH 99 DC'S	thru 03/20/2017	6501	\$307,777.87
CONSTRUCTION PHASE				
NONE				
OPERATIONS			#815	
CONSTRUCTION from operating funds				
AECOM	Drainage Analysis	thru 3/3/2017	37888839	62,699.43
BROWN & GAY ENGINEERS, INC	Brazos River Erosion	thru 02/25/2017	3-170033	2,570.93
" "	PGAL-left turn lanes	thru 02/25/2017	3-170031	6,757.96
" "	Drainage study	thru 02/25/2017	3-170034	6,634.89
MIKE STONE ASSOCIATES INC.	Brazos River Erosion	thru 03/15/2017	126.16-0317	2,800.00
" "	VPC Replacement	thru 03/15/2017	126.13-0317	12,569.50
OPERATIONS & MAINTENANCE				
BROWN & GAY ENGINEERS, INC	Operations	thru 02/25/2017	3-170027	13,561.50
ISI CONTRACTING, INC.	Road inspection services	thru 03/31/2017	GP03242017	85,777.59
PERDUE, BRANDON, FIELDER, COLLINS & MOT	Debt collection services	thru 12/31/2016	IVC00034561	45,809.00
" "	Debt collection services	thru 01/31/2017	IVC00034563	20,598.69
" "	Debt collection services	thru 02/28/2017	IVC00034562	16,117.00
REYNOLDS, SMITH AND HILLS, INC.	Operations support	thru 02/24/2017	1120017000-5	2,698.12
" "	Procurement support	thru 02/24/2017	1152468000-45	5,643.47
" "	Operations support	thru 3/31/2017	1120017000-6	2,820.77
" "	Procurement support	thru 3/31/2017	1152468000-46	17,930.60
MIKE STONE ASSOCIATES, INC.	Toll System Admin	thru 03/15/2017	126.06-0317	23,742.50
" "	Operations	thru 03/15/2017	126.03-0317	15,362.50
SWC GROUP	Violations processing	thru 03/31/2017	201704011002	46,342.40
TRAF-TEX, INC.	Troubleshoot for repairs	thru 02/28/2017	TTI-4604	5,722.00
TRANSCORE	Operations and Maintenance	thru 01/31/2017	27615	29,888.78
" "	Operations and Maintenance	thru 02/28/2017	27734	29,888.78
XEROX STATE & LOCAL SOLUTIONS, INC.	Toll violation notice	thru 02/28/2017	1355621	104,191.68
" "	Violations processing	thru 02/28/2017	1358301	91,339.04
" "	Collection activity fee	thru 02/28/2017	1355620	19,402.07
YELLOWSTONE LANDSCAPE (Bio)	Tractor mow	thru 02/28/2017	152903	8,260.95

Pamela M. Logsdon, Certified Public Accountant

5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092

713.934.9107 713.934.9110 Fax 713.934.9443 pmlgdsdon@AVANTAserv.com

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**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY  
SUMMARY OF INVOICES FOR BOARD APPROVAL  
April 19, 2017**

<u>Payee/Description</u>			<u>Invoice #</u>	<u>Amount</u>
<b><u>MANAGEMENT &amp; ADMINISTRATION</u></b>				
JIM CONDREY	Special meeting	2-Mar-17	2017-0302	150.00
" "	Board & Special meeting	15-Mar-17	2017-0315	450.00
DEAN HRBACEK	Board meeting	15-Mar-17	2017-0315	150.00
WILLIAM D KEE, III	Board meeting	15-Mar-17	2017-0315	150.00
" "	Bill review	2-Mar-17	2017-0302	150.00
CHARLES RENCHER	Board meeting	15-Mar-17	2017-0315	150.00
BOBBIE TALLAS	Board meeting	15-Mar-17	2017-0315	150.00
G&P CONSULTING	Legislative matters	thru 02/28/2017	012016-03	2,500.00
PAMELA M. LOGSDON, CPA	Accounting	thru 10/31/2016	24389	\$4,237.30
" "	Accounting	thru 11/31/2016	24401	\$2,703.60
" "	Accounting	thru 12/31/2016	24414	\$3,939.40
THE MULLER LAW GROUP	Legal-General	thru 04/30/2017	1957	6,500.00
WHITLEY PENN	Audit services	thru 02/28/2017	283932	3,715.00

**FINANCING**

**NONE**

**CRABB RIVER ROAD IMPROVEMENTS**

**NONE**

**SECTION C-1 LOAN from FBCTRA**

BROWN & GAY ENGINEERS	Sec C-1, Construction	thru 02/25/2017	3-170030	36,067.27
GARDERE WYNNE SEWELL, LLP	Niranjan Patel ROW	thru 02/28/2017	1267046	1,232.14
MOUNT MARIAH BAPTIST CHURCH	Relo, storage & re-establish	thru 01/31/2017	2017-0131	2,996.59
PAS PROPERTY ACQUISITION SERVICES, LLC	Administrative support	thru 02/28/2017	5966	300.00
<b>TOTAL</b>				<b><u>\$1,052,449.32</u></b>

SERIES 2012-CONSTRUCTION	307,777.87
OPERATIONS	704,075.45
CRABB RIVER ROAD	0.00
SECTION C-1 (Loan from FBCTRA)	40,596.00

**CASH & INVESTMENT** per Fort Bend County Auditors reports at..... February 28, 2017

FUND # 805	SERIES 2012	5,103,182	Allocated for Direct Connectors
FUND # 815	OPERATING	12,539,777	\$6-11 million allocated for Brazos River
<b>TOTAL CASH &amp; INVESTMENTS</b>		<b><u>17,642,959</u></b>	

**NOTES**

All contractor and vendor invoices were reviewed and approved by the Bill Review Committee [Bill Kee, Richard Stolleis, Mike Stone, Megan Browne, and Pamela Logsdon on April 6, 2017, all are recommended for payment.

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

SEGMENT D -- PROJECT BUDGET and COST

April 19, 2017

	BUDGET <u>June-12</u>	CONTRACT <u>AWARDED</u>	CONTRACT <u>AMOUNT</u>	<u>ACTUAL</u>	VARIANCE <u>OVER(UNDER)</u>
<b><u>Mainlane Rehab &amp; Reconstruction</u></b>	4,832,682				0
Existing Pavement Evaluation		Klotz/MSAi [54]	356,615	351,962	(4,653)
Overlay - Construction		Angel [58]	3,200,872	3,200,872	(0)
Owen's Road Bridge Survey		Halff/MSAi [26]	299,575	288,065	(11,510)
Owen's Road Bridge Repair-Construction		Gibson [27]	1,131,176	1,131,432	256

**DIRECT CONNECTORS**

Direct Connetors - 2	AguirreFields	18-Mar-15 [16 & 59]	2,704,464	1,534,409	(1,170,055)
Direct Connetors - 2	BGE-Mstone		300,000	41,273	(258,727)

**SEGMENT C - RIGHT OF WAY**

CONSTRUCTION PHASE SUB-TOTALS	150,375,848	134,341,899	132,897,209	(1,444,690)
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TOTAL PROJECT COSTS	163,240,432	147,622,857	146,192,253	(1,444,691)
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**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENDITURES - OPERATIONS**  
**FOR THE FIVE MONTHS ENDED FEBRUARY 28, 2017**

		----Year to Date----	2017		FYE Sept 30
		YTD MONTH 5	ANNUAL	Variance	2016
		Actual	Budget	Over(Under)	ACTUAL
<b>REVENUES</b>					
TOLL REVENUES		8,989,541	20,552,686	(11,563,145)	20,481,794
TOLL VIOLATIONS		566,781	1,000,000	(433,219)	1,562,111
COLLECTIONS		458,008	1,000,000	(541,992)	1,661,920
INCOME FROM COURT COLLECTIONS		-	-	-	-
INTEREST ON INVESTMENTS		53,366	50,000	3,366	71,500
MISC REVENUES		-	-	-	-
<b>TOTAL REVENUES</b>		<b>10,067,696</b>	<b>22,602,686</b>	<b>(12,534,990)</b>	<b>23,777,325</b>
<b>EXPENDITURES</b>					
<b>TOLL COLLECTION</b>					
TOLL SYSTEM MAINT FEES-TRANSCORE		149,444	72,000	77,444	352,066
INTEROP FEES-HCTRA,NTT,TTA		702,814	2,015,670	(1,312,856)	1,603,677
COLLECTION FEES-XEROX		206,346	332,182	(125,846)	510,157
VIOLATIONS CENTER-XEROX		1,050,615	2,226,098	(1,175,483)	2,120,195
COURT FEES		-	9,000	(9,000)	5,600
MGMT OF TOLL SYSTEMS		123,369	424,201	(300,832)	478,765
<b>PROFESSIONAL FEES</b>					
LEGAL FEES GENERAL	MLG	35,076	90,000	(54,924)	82,551
LEGAL-LEGISLATIVE		10,000	30,000	(20,000)	27,500
FINANCIAL ADVISOR FEES	FSW	-	15,000	(15,000)	-
AUDITING FEES	SK	14,865	30,000	(15,135)	23,135
ACCOUNTANT FEES	PML	10,880	50,000	(39,120)	43,848
GENERAL MANAGER FEES	MSA/WJI	83,079	190,000	(106,921)	187,643
ENGINEERING FEES GENERAL	BGE	87,372	165,000	(77,628)	184,929
ENGINEERING-SPEED STUDY		-	-	-	-
LAW ENFORCEMENT		-	325,750	(325,750)	298,487
<b>UTILITIES</b>					
ELECTRICITY		14,305	35,000	(20,695)	41,820
TELEPHONE/COMMUNICATION-DATA FIBER		35,017	80,700	(45,683)	77,202
<b>REPAIRS &amp; MAINTENANCE</b>					
MAINTANCE AND REPAIRS ROUTINE	ISI	323,165	500,000	(176,835)	514,394
TxDOT PUMP STATION EXP		-	25,000	(25,000)	-
MAINT-RIGHT OF WAY-MOW/LITTER	BIO	37,898	140,000	(102,102)	245,314
TRAFFIC SIGNAL MAINT	FBC	-	50,000	(50,000)	-
R&M-ROADSIDE EQUIPMENT		-	-	-	-
SIGN PERMITTING MSA# 15		16,915	75,000	(58,085)	-
<b>ADMINISTRATIVE EXPENSES</b>					
DIRECTOR FEES		5,400	10,950	(5,550)	15,600
PAYROLL-FT BEND CO ALLOCATION		12,169	110,661	(98,492)	-
INSURANCE		175,030	182,092	(7,062)	14,060
PRINTING AND OFFICE SUPPLIES		(21)	-	(21)	-
DUES		6,857	6,000	857	-
CONTINGENCIES		-	150,000	(150,000)	-
<b>TOTAL EXPENSES</b>		<b>3,100,595</b>	<b>7,340,314</b>	<b>(4,239,719)</b>	<b>6,826,943</b>
<b>NET INCOME FROM OPERATIONS</b>		<b>6,967,101</b>	<b>15,262,372</b>	<b>(8,295,271)</b>	<b>16,950,383</b>
<b>DEBT SERVICE</b>		-	7,180,200	(7,180,200)	3,680,025
<b>CAPITAL OUTLAY/REPAIR &amp; REPLACEMENT</b>					
CAPITAL OUTLAY CONSTRUCTION COSTS		-	1,860,000	(1,860,000)	-
ENGINEERING - SPECIAL PROJECTS		11,696	-	11,696	-
BRAZOS RIVER BRIDGE MSA#16		173,892	4,000,000	(3,826,108)	62,774
VPC REPLACEMENT MSA# 13		62,491	-	62,491	29,737
TRIP AGGREGATION MSA# 14		171,649	393,347	(221,698)	-
99/FM1093 INTERSEC IMPROVE #19		200	1,300,000	(1,299,800)	-
TOLL PLAZA PAVEMENT REPAIRS MSA# 12		178,883	300,000	(121,118)	-
LEFT HAND TURN LANES-PGAL		23,393	-	23,393	210,724
90A STORM SEWER REPAIR	T Const	-	-	-	230,074
CRABB RIVER ROAD IMPROV	[57]	-	-	-	-
PEEK RD CLOSURE	NBG	-	-	-	153,268

**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENDITURES - OPERATIONS**  
**FOR THE FIVE MONTHS ENDED FEBRUARY 28, 2017**

		----Year to Date----	2017		FYE Sept 30
		YTD MONTH 5	ANNUAL	Variance	2016
		Actual	Budget	Over(Under)	ACTUAL
DRAINAGE STUDY US 59 TO FM 1093	AECOM	6,635	150,000	(143,365)	-
DITCH M / BULLHEAD SLOUGH /					
OYSTER CREEK APPROACH SLAB	ISI		40,000		
<b>TOTAL DEBT SERVICE &amp; CAPITAL OUTLAY</b>		<b>628,840</b>	<b>15,223,547</b>	<b>(14,554,707)</b>	<b>4,366,601</b>
<b>EXCESS REVENUES (EXPENSES)</b>		<b>6,338,261</b>	<b>38,825</b>	<b>6,259,436</b>	<b>12,583,781</b>

**CAPITAL OUTLAY**

<b>SECTION C-1</b>					
Design South Frontage Rd/Intersection @					
Sansbury -- IDC -- \$542,233	[60]	-	591,859	(591,859)	133,060
SEGMENT C-1--ENGINEERING		302,462		302,462	462,664
SEGMENT C-1--CLEARING & GRUBBING		-		-	39,763
SEGMENT C-1--LEGAL [NON ROW]		3,036		3,036	10,477
SEGMENT C-1--ROW [PAS, etc]	[62]	27,238	1,000,000	(972,762)	4,750,835
R-O-W Utility Adjustments-CenterPoint	[61]	-	2,020,000	(2,020,000)	1,757,595
SEGMENT C Phase 1 CONSTRUCTION	James	1,625,324		1,625,324	3,676,770
SEGMENT C Phase-Testing Services	Assc Lat	39,086		39,086	
<b>TOTAL CAPITAL OUTLAY - SEC. C-1</b>		<b>1,997,147</b>	<b>3,611,859</b>	<b>(1,614,712)</b>	<b>10,831,164</b>

**FORT BEND GRAND PARKWAY TOLL ROAD  
AUTHORITY  
OPERATING BUDGET FOR THE YEAR ENDED  
SEPTEMBER 30, 2017**

**APPROVED 9/21/2016**

**2016-2017  
BUDGET**

**Revenues**

Toll Revenues (AVI Trxs + I-Tolls)	\$ 20,552,686
Income from Toll Violation Notices	1,000,000
Income from Collections	1,000,000
Interest on Investments	50,000
	<hr/>
<b>Total Revenues</b>	<b>22,602,686</b>

**Expenses**

**Toll Collection Fees:**

Toll Collection Services (interop fees - 8% + HUB)	2,015,670
Transcore - Operation & Maintenance Fees	72,000
Xerox - Violation Processing Center	2,226,098
Xerox - Collection Fees	332,192
Court Fees	9,000
Management of Toll Systems	424,201
IBTTA Dues	6,000
Law Enforcement	325,750
	<hr/>
<b>Total Toll System / Collection Fees</b>	<b>5,410,911</b>

**Repairs & Maintenance:**

	500,000
TxDOT Shared Pump Station Expense	25,000
	140,000
Traffic Signal Maintenance	50,000
	<hr/>
<b>Total Repairs &amp; Maintenance</b>	<b>715,000</b>

**Utilities:**

Electricity	35,000
Telephone / Communications / Data	80,700
	<hr/>
<b>Total Utilities</b>	<b>115,700</b>

**FORT BEND GRAND PARKWAY TOLL ROAD  
AUTHORITY  
OPERATING BUDGET FOR THE YEAR ENDED  
SEPTEMBER 30, 2017**

**APPROVED 9/21/2016**

**2016-2017  
BUDGET**

**Professional Services/Fees:**

Financial Advisor/Compliance Fees	15,000
Legal - General	90,000
Government & Legislative Affairs	30,000
Audit	30,000
Engineering - General On Call Services	45,000
Engineering - Development Permits & Inspection	60,000
Engineering - Road Inspection Report	60,000
Management - General	190,000
Management - Sign Permits & Inspection	75,000
Accountant Fees	50,000

<b>Total Professional Fees</b>	<b>645,000</b>
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**Administrative Expenses:**

Director Fees	10,950
Payroll Allocation to Fort Bend County Auditor	48,492
Payroll Allocation for Fort Bend County Engineering	47,169
Payroll Allocation for Fort Bend County Attorney	15,000
Insurance	182,092
Other Office Expenses	-
Printing and Office Supplies	-
Contingency	150,000

<b>Total Administrative Expenses</b>	<b>453,703</b>
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<b>Total Operating Expenses</b>	<b>7,340,314</b>
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**Operating Income =**

<b>(Revenue less Operating Expense)</b>	<b>15,262,372</b>
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<b>Debt Service</b>	<b>7,180,200</b>
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**Grand Parkway Net Revenue =**

<b>(Revenue less Operating Expenses and Debt Service)</b>	<b>8,082,172</b>
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<b>Special Projects</b>	<b>(8,043,346)</b>
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<b>Amount to Be Allocated To GPTRA Repair &amp; Replacement Funds</b>	<b>38,826</b>
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## GPTRA - Projects

MSAi #	Special Projects (Paid out of Operating Funds)	2016-2017	Priority
# 14	TransCore Trip Aggregation	\$ 393,347	1
# 16	Brazos River Erosion	4,000,000	2
# 19	SH-99 / FM-1093 Intersection Improvements	1,300,000	3
# 12	Toll Plaza Pavement Repairs	300,000	4
	Overhead & Large Sign Modifications	350,000	5
	Drainage Study	150,000	6
	Brazos River Bridge - replace approach slabs	250,000	7
	Owens Road Bridge - replace approach slabs	100,000	8
	Ditch M/Bullhead Slough/Oyster Creek approach slab	40,000	9
	LED Upgrade - Roadway Illumination	65,000	10
	Toll Plaza Signs	500,000	11
	Traffic Signal ITS Communications (\$6,400 per signal)	65,000	12
	Transtar Speed Monitors	55,000	13
	Traffic Surveillance Cameras	300,000	14
	Sub-Total - Project Costs	\$ 7,868,347	
	Management	100,000	
	Engineering - Design & Inspection	75,000	
	<b>Total Special Projects</b>	<b>\$8,043,347</b>	
	<b>Pending Projects if excess funds:</b>		
	Toll Plaza Lighting	\$ 700,000	
	Mason Road SB Left Turn Lane, West Bellfort U-Turn Decel Lane, 3rd Southbound Lane Riverpark-US-59	2,300,000	
	<b>Total Pending Projects</b>	<b>\$3,000,000</b>	
	<b>Pending Project given agreement:</b>	<b>\$330,000</b>	
	West Airport Exit/Entrance Ramps (33%)		
	<b>Capital Projects (Paid out of Bond Funds)</b>		
	Direct Connectors at Westpark/FM 1093 - Design	\$ 2,482,400	
	Direct Connectors at Westpark/FM 1093 - Engineering Coordinatic	40,000	
	Segment C-1 - Crabb River Road (remaining balance)	2,000,000	
	<b>Total Capital Projects</b>	<b>\$4,522,400</b>	

**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**CONTRACTS AWARDED**  
**April 19, 2017**

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
<b>SERIES 2012 CONTRACTS</b>			

**[59] AGUIRRE & FIELDS**

[a] see f/n #16

Design 2 Connectors -- East-Westpark to North Grand Parkway and West-			
[b] Westpark to North Grand Parkway		\$2,342,622.57	March 18, 2015
C/O #1-Additional surveying along top of concrete riprap slope		\$4,042.50	May 20, 2015
C/O#2-Provide schematic phase services		\$639,635.35	December 16, 2015
C/O# 3 - Revise scope to "Short Version"		(\$281,836.10)	October 19, 2016
		<u><u>\$2,704,464.32</u></u>	

**[60] IDC, INC.**

<b>Segment C-1</b> -- Design of the South frontage road from US 59 to Sansbury and temporary asphalt connection to FM 2759 @ Rabbs Bayou	\$542,233.00	March 18, 2015
C/O #1-Left turn lanes @ Sansbury intersection	\$24,103.00	June 17, 2015
C/O #2-Verify location of underground utilities	22,235.00	November 18, 2015
C/O #2-Update plans and revise drawings	3,288.00	December 16, 2015

<u>PAY FROM OPERATIONS</u>	LOAN FROM FBCTRA	<u><u>\$591,859.00</u></u>
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**[61] CENTERPOINT ENERGY HOUSTON ELECTRIC LLC**

Segment C-1 -- Right of Way Utility Adjustment for south bound frontage road	\$2,020,000.00	March 18, 2015
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<u>PAY FROM OPERATIONS</u>	LOAN FROM FBCTRA	<u><u>\$2,020,000.00</u></u>
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**[62] PROPERTY ACQUISITION SERVICES, LLC**

Segment C-1 -- Right of Way Utility acquisition for Segment C-1		April 15, 2015
Hourly rates - \$125, \$95, \$50		

**OPERATIONS CONTRACTS**

• **CONSULTANT CONTRACTS**

<b>DIRECTOR FEE COMPENSATION</b>	\$150 per meeting	August 17, 2011
<b>FIRST SOUTHWEST COMPANY</b>	Time & Materials	April 20, 2011
Financial planning, debt management and financial implementation, and placement of debt instruments		
Preparation of Continuing Disclosure reports	\$3,500	October 17, 2012
<b>PAMELA M. LOGSDON, CPA</b>		
Accounting Services	Time & Materials	June 16, 2010
<b>THE MULLER LAW GROUP</b>	Time & Materials	March 2014
General service	\$6,000 per month	September 16, 2015

**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**CONTRACTS AWARDED**  
**April 19, 2017**

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
<b>MICHAEL STONE ASSOCIATES, INC.</b>			
Construction and Operations Manager		Time & Materials	June 16, 2010
Name change from Professional Project Management Services		Time & Materials	October 17, 2012
<b>WHITLEY PENN</b>			
Audit	FYE 2015	\$21,500	September 16, 2015
<b>AECOM TECHNICAL SERVICES, INC.</b>			
Comprehensive Drainage Study for Segment D from IH 69/US 59 to FM 1093	Not to exceed	\$529,071.25	January 18, 2017
<b>APPLIED RESEARCH ASSOCIATES, INC.</b>			
[a] Condition Assessment and Inventory	Not to exceed	\$88,300.00	August 4, 2011
[b] Development of 5 year repair & maintenance program		15,750.00	December 21, 2011
		<u>\$104,050.00</u>	
Preliminary engineering services for determining possible alternative alignments for Crabb River Road between US 59 and Rabbs Bayou		\$51,073.00	December 18, 2013
[3] Grand Outer Loop-Joint Project with GPTRA			June 18, 2014
Mapping, schematic designs, preliminary drainage analysis, ROW analysis, program cost estimates & schedule, & environmental documentation for Fort Bend Grand Outer Loop [FBGOL]	Parkway [50%] Grand Parkway [50%]	\$302,026.50 <u>302,026.50</u>	
		<u>\$604,053.00</u>	
[3] General Engineering	Time & Expenses		February 18, 2015
<b>ASSOCIATED TESTING LABORATORIES, INC.</b>			
Material testing services for C-1		\$75,000.00	February 17, 2016
		20,000.00	December 21, 2016
		<u>\$20,000.00</u>	
<b>COMCAST BUSINESS COMMUNICATION, LLC</b>			
Network services for toll gantry system communication services for 7 toll plazas-monthly		\$6,099.30	August 21, 2013
Additional bandwidth, additional per month		\$518.40	March 19, 2014
<b>CONSOLIDATED EDISON SOLUTIONS, INC</b>			
Electrical service May 2014 - 2017 @ 10877 1/2 W Grand Parkway		\$0.05590	October 15, 2014
<b>FORT BEND COUNTY</b>			
U-Turns at Harlem Road	estimated amount	\$788,000	March 15, 2017
<b>FORT BEND COUNTY - ROAD &amp; BRIDGE</b>			
Maintenance, Operation, Repair Traffic Signals including preventative maintenance inspection & necessary replacement, adjustment and cleaning			July 20, 2011

**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**CONTRACTS AWARDED**  
**April 19, 2017**

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
<b>FORT BEND COUNTY - PCT 4</b>			
Services June 1 - September 30, 2014		\$53,280	May 21, 2014
Services October 1, 2014 - September 30, 2015		\$165,360	September 17, 2014
Services October 1, 2015 - September 30, 2016		\$337,790	September 16, 2015
Services October 1, 2016 - September 30, 2017		\$309,460	September 21, 2016
<b>FREESE AND NICHOLS, INC.</b>			
Brazos River & SH 99 Shoreline Erosion Study		\$210,153.71	July 20, 2016
c/o #1 - Add bathymetric survey		51,547.08	September 21, 2016
c/o #2 -		50,000.00	
		<b>\$311,700.79</b>	
<b>IDS ENGINEERING GROUP, INC.</b>			
W Airport design		\$120,802.25	March 15, 2017
<b>ISI CONTRACTING INC.</b>			
Right-of-Way Maintenance Services	estimated annual	\$613,817.37	September 16, 2015
<b>JAMES CONSTRUCITON</b>			
Segment C-1 -- Use remaining balance on loan from FBCTRA and funds from operations		\$5,199,904.50	January 20, 2016
C/O#1-Remove 2 septic tanks		5,082.19	June 15, 2016
C/O#2 - Pavement, driveway, storm sewer, etc		167,442.61	September 21, 2016
C/O#3 - Replace TxDOT traffic signal controller		1,881.29	July 20, 2016
C/O#4 - Remove CenterPoint tower foundation footings		3,908.96	July 20, 2016
C/O#5 - Placement of temporary seeding		10,412.01	July 20, 2016
C/O#7 - Overtime associated with acceleration of construction		170,655.89	
		<b>\$5,559,287.45</b>	
<b>MAIN LANE INDUSTRIES LTD</b>			
Construction of the FM 1093/SH 99 Intersection		\$791,996.45	March 15, 2017
<b>PIERCE GOODWIN ALEXANDER &amp; LINVILLE, INC. [PGAL]</b>			
Construction of left turn lanes and lengthening existing turn lanes @ Westpark, W Bellfort, Mason & US 59		\$240,373.47	March 18, 2015
c/o#1-Additional survey & signal design, design for slope repairs		36,602.01	September 16, 2015
c/o#2-Time extension until May 31, 2016		-	December 16, 2015
c/o#3-Replace preemption monitor, wiring & devices and concrete pavement		1,414.64	February 15, 2017
		<b>\$278,390.12</b>	
<b>REYNOLDS, SMITH and HILLS, INC.</b>			
[a] Implementation of Projects			
c/o # 8-Develop procurement docs for Violations Processing Services (VPS)		\$57,813.44	October 19, 2016
c/o#9-Toll Sys support w/ contracto oversight,toll sys endor, & interop partner coordination		279,036.72	October 19, 2016
[b] On going System Technical Support		\$160,480.40	pending

**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**CONTRACTS AWARDED**  
**April 19, 2017**

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
<b>Rvi PLANNING</b>			
Land planning services		\$5,000-\$8,000	December 16, 2015
<b>STATEHOUSE CONSULTANTS LLS (formerly G &amp; P CONSULTING-COLIN PARRISH)</b>			
	Oct 2016-Sept 2017	\$30,000.00	September 21, 2016
<b>STRIPES &amp; STOPS COMPANY, INC.</b>			
Master Service Agreement for Roadway Repairs			March 23, 2016
<b>SWC GROUP, LP</b>			
C/O#1-Image Review @ \$0.045 per transaction; TVN mailing @ \$0.7365 & Accelerated Schedule \$59,160			March 15, 2017
<b>T CONSTRUCTION</b>			
90A Storm Sewer Repair		\$131,115.00	January 20, 2016
C/O#1-Additional dewatering		40,823.95	June 15, 2016
C/O#2-Replace/remove storm water pollution		5,585.02	June 15, 2016
C/O#3 - Repair manhole wall		5,718.87	July 20, 2016
C/O#4-Removal of pipe with interior liners		5,986.14	8/17/216
C/O#5-Overrun of biodegradable erosion control		9,230.00	September 21, 2016
		<u><u>\$198,458.98</u></u>	
<b>TRAFFIC ENGINEERS, INC.</b>			
[A] Speed Study between US 59 and s Fry Road		\$23,000	November 19, 2014
[B] Speed Limit Sign Plans @ 46 locations		\$7,000	March 18, 2015
<b>TRAF-TEX, INC.</b>			
Master Service Agreement for Illumination and Electrical Repair Services		\$196,304	March 23, 2016
Illumination replacement	split with FBCTRA \$	573,750.00	21-Sep-16
<b>TRANS CORE, LP</b>			
Toll System Operation and Maintenance			
43 month period begins "...from the date of the Riverpark site acceptance test,..." Riverpark site was accepted on			
	<b><u>PARKWAY B-1</u></b>	<b><u>GPTRA</u></b>	
Operations Cost - monthly \$8,482.01 for 43 months		\$364,726.43	
Maintenance Cost - monthly \$21,406.77 for 43 months		727,830.18	
Project Documentation - Preventative Maintenance Schedule, Maintenance Service Manual, Detailed Maintenance Plan, Continuity & Disaster Recovery Plan, and Quality Management Plan		160,601.50	
Software-annual \$7,867.39 for 5 years		39,336.95	
Performance Audit-annual \$24,724.36 for 4 years		98,897.44	
Decommissioning - one-time payment billed @ completion		122,198.80	
		<u>\$1,513,591.30</u>	December 19, 2012
C/O #1-Additional lane maintenance -9 months & DRS		\$333,112.16	February 19, 2014

**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**CONTRACTS AWARDED**  
**April 19, 2017**

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
<b>TRANS CORE, LP (continued)</b>			
C/O #2-Disaster Recovery Site (DRS) implementation		111,673.66	February 19, 2014
C/O #3-Disaster Recovery Site (DRS) implementation	15,953.38		February 19, 2014
C/O #4-Third Party OCR Implementation	20,052.43	21,723.47	March 23, 2016
C/O #5-Design, test & implement Aggregate Tolling	Need split - total \$ 756,435.83		July 20, 2016
C/O #6-Compatible with new Central US IOP HUB		169,429.00	March 15, 2017
	<b>\$36,005.81</b>	<b>\$1,980,100.59</b>	<b>\$2,016,106.40</b>
<b>XEROX STATE &amp; LOCAL SOLUTIONS, INC.</b>			
<b>OPERATIONAL CHARGES -- <u>GPTRA</u></b>			
<u>Violations Processing - monthly</u>		\$121,245.50	April 17, 2013
C/O #2-Operational Financial Support		4,312.03	December 18, 2013
		<b>\$125,557.53</b>	
<u>Variable Fees - per transaction</u>			
Image review		\$0.0921	
Toll Violation Notice		\$1.209	
Court Package		\$9.54	
<u>Collections</u>			
1st Year - % of all non-toll revenue collected from toll violations		21%	
Years 2-3		21 - 30%	
<b>OPERATIONAL CHARGES -- <u>FBCTRA</u></b>			
			October 16, 2013
<u>Fixed Monthly Fee-estimated</u>			
2014	6,750		
2015	18,000		
2016	22,500		
<u>Images Reviewed-Estimated</u>	\$2,802-3,892/year		
<u>Violation Notices Mailed</u>	\$5,517-7,663/year		
<b>YELLOWSTONE LANDSCAPE (formally Bio)</b>			
R-O-W mowing, string trimming & herbicide application services between		Oct 1, 2014-Sep	
[c] Hwy 90A & FM 1093 [approx. 300 ac.]		30,2015	October 15, 2014
MOWING - \$18.81 ac		FYE 9/30/2016	September 16, 2015
FINISH CUT MOWING - \$44.13 ac		FYE 9/30/2017	September 21, 2016
STRING TRIMMING - \$13.60 ac			
HERBICIDE APPLICATION - \$0.29/lb, minimum 5,500 lb			
TREE PRUNING - \$1,101.60/day			
MULCHING - \$1,989/cycle			

**FORT BEND GRAND PARKWAY TOLLROAD AUTHORITY**  
**CONTRACTS AWARDED**  
**April 19, 2017**

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
<b>OTHER AGREEMENTS</b>			
<b>FORT BEND COUNTY ASSISTANCE DISTRICT NO. 2</b>			
Reimbursement agreement with FBGPTRA for construction in connection with widening of West Bellfort pavement under the Grand Parkway main lanes & transitions to the existing roadway, signal modifications, and the design and construction of northbound exit ramp from Grand Parkway, north of West Bellfort [Sections 5, 6, & 7] Cost include engineering, construction and 10% contingencies	Estimated reimbursement	\$2,300,000.00	May 16, 2012
<b>FORT BEND COUNTY TOLLROAD AUTHORITY [FBCTRA]</b>			
[2] Advance reimbursement Agreement- Crabb River Road Expansion Cumulative to date expended <u>\$16,113</u>		\$100,000	January 15, 2014
[3] FBCTRA will administer the contract for the Grand Outer Loop for the benefit of FBCTRA and GPTRA with cost sharing 50%/50%			June 18, 2014
<b>FORT BEND COUNTY - EXERCISED RIGHT TO PRIMACY</b>			SEPTEMBER 2009
<b>FORT BEND COUNTY TOLLROAD AUTHORITY [FBCTRA]</b>			
[1] GPTRA will provide procurement & installation of Segment B-1 toll system see footonote [51]		\$1,070,871.77	January 16, 2013
[2] JOINT COST split for operational expenses [TRANSCORE, XEROX, COMCAST, INTEROP] FB GP TRA - 89% FBCTRA-Parkway B-1 - 11%			February 19, 2014
<b>HGAC ENERGY</b> A purchasing Corporation to broker electricity rates			September 21, 2011

<b>DEBT SERVICE</b>			
<b>SERIES 2012</b>			
<u>YEAR</u>	<u>TOTAL</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
2017	7,180,200		7,180,200
2018	7,180,200		7,180,200



## April 19, 2017 - Board Book FBGPTRA

### Agenda Item 4: Operating report.

Open Insurance Claims: The Authority is working diligently with claim adjusters to process these outstanding claims to reimburse the Authority.

Grand Parkway							
WO#	Date	Damages	Crash Report	Pictures	Amount	Insurance	Status
1023	8/8/2016	Light pole	Yes	Yes	\$4,114.00	Yes	In Review
1314	1/18/2017	Light pole	Yes	Yes	Pending	Yes	Pending Invoice
1423	2/19/2017	Sign	YES	Yes	\$200.00	Yes	In Review

TransCore Maintenance:



March 2017 Monthly Maintenance Summary					
Roadway		Work Order Description	Qty		
Grand Parkway		System Diagnostic Checks	175		
		Preventive Maintenance	48		
		Corrective	174		
		System Generated	722		
		Total Work Orders	1119		
Power / Network Outages					
Power / Network Outage	Location	Comments	Start Date / Time	End Date /Time	Revenue Impacting
Power	Harlem NB & SB	Electric Infrastructure upgrades	3/4/2017 1030	3/5/2017 1900	YES
Power	Harlem NB & SB	Electric Infrastructure upgrades	3/7/2017 0900	3/7/2017 1239	YES
Power	Harlem NB & SB	Weather related outage	3/7/2017 1420	3/7/2017 1530	YES
Power	Harlem NB & SB	Electric Infrastructure upgrades	3/10/2017 0915	3/10/2017 1130	YES
Power	Westpark & Bellaire NB&SB	Weather related outage	3/24/2017 1627	3/24/2017 1900	YES



## April 19, 2017 - Board Book FBGPTRA

The following is a list of all active and recently completed work orders:

WO#	Date	Vendor	Location	Instructions	Status
836	7/1/2016	B&G	GP 1036+00 NB frontage	(Permit 7502) Somerled Ave - right-turn only lane	ACTIVE
858	7/29/2016	B&G	GP 1044+00 - 1081+00 NB frontage	(Permit) Construct new frontage road on County ROW and new entrance ramp. Demo existing entrance ramp when complete.	ACTIVE
1014	10/26/2016	B&G	GP 1030+00 NB frontage	(Permit) Manderston Ave. - right turn only lane	ACTIVE
1045	11/4/2016	FBC R&B	GP - All Traffic Signals	Install Econlite Centracs system on 10 traffic signals	ACTIVE
1534	3/30/2017	FBC R&B	GP 815+00 NB/SB	Install 12" heads with louvers on 90A traffic signals	ACTIVE
1592	4/6/2017	FBC R&B	WP 524+00 WB	WB 1093 - replace black trim on traffic signal.	ACTIVE
351	5/9/2016	GM	GP 815+00: GP 1315+00	Install flashing yellow lights on top of flood gauges.	ACTIVE
354	5/10/2016	GM	GP 745+00 NB	(RFP) Brazos River Bridge - replace all approach and departure slabs. Repair median CTB.	ACTIVE
1023	8/8/2016	GM	FBGP 1009	(IC) Replace roadway illumination fixture and assembly.	ACTIVE
1043	11/4/2016	GM	GP 904+00	(RFP) Owens Rd Bridge - replace NB/SB approach slabs and SB departure slab.	ACTIVE
1314	1/18/2017	GM	FBGP406 (10877 1/2) 986+00	(IC) Replace Roadway illumination fixture	ACTIVE
1410	2/20/2017	GM	GP 746+00 NB	Extend guardrail to restrict river access	ACTIVE
1423	2/27/2017	GM	GP 1273+00 SB	(IC) Repair "SOUTH 99 TEXAS" sign	ACTIVE
1434	3/3/2017	GM	GP 737+00 - 745+00 NB	(Permit 13797) AT&T attached fiber cables on Brazos Bridge, needs permit	ACTIVE
1471	3/14/2017	GM	GP 747+00 NB	(ROW Permit) WindStream damaged electric conduit and needs permit for ROW.	ACTIVE
1472	3/14/2017	GM	GP 747+00 NB	WindStream damaged electric conduit.	ACTIVE
1473	3/15/2017	GM	GP 747+00 NB	(Permit 2017-11227) AT&T installation of conduit for fiber optic line under the Brazos River	ACTIVE
1475	3/15/2017	GM	GP 683+00 NB	(Permit 2017-12191) AT&T relaying cable on ROW of Grand Parkway	ACTIVE
1476	3/15/2017	GM	GP 809+00 NB	(Permit) Telewave install cable under Grand Parkway.	ACTIVE
1478	3/16/2017	GM	GP 1143+00 SB	(2017-12192 Permit) Comcast bore fiber cable along W. Bellfort and Grand Parkway.	ACTIVE
1589	4/4/2017	GM	GP 1265+00 - 1314+00 SB	(Permit 2017-11981) Bury fiber along the east ROW of Canal Rd.	ACTIVE
1590	4/6/2017	GM	GP 1020+00 NB frontage	Remove silt from box culvert caused by adjacent private development.	ACTIVE
1618	4/11/2017	GM	GP 645+00 - 618+00	Update pavement markings in 2 locations	ACTIVE
405	5/12/2016	ISI	GP 1240+00 - 1245+00 NB	Repair longitudinal construction joint - 500 l.f.	ACTIVE
1008	10/24/2016	ISI	GP 749+00 SB	Repair sign "Brazos river bridge sign"	ACTIVE
1130	11/29/2016	ISI	GP 825+00 SB	Replace "CLODINE 5" distance sign	ACTIVE
1129	11/29/2016	ISI	GP 816+50 SB	Replace "HOUSTON 25" destination and distance sign	ACTIVE
1132	12/1/2016	ISI	GP 812+50 NB frontage	Replace destination and distance sign.	ACTIVE
1199	12/12/2016	ISI	GP 860+00 - 850+00 NB	Realign CTB in 2 locations.	ACTIVE
1244	12/19/2016	ISI	GP 1045+50 SB	Replace "Harlem rd NEXT SIGNAL" sign and repair rdsd sign assembly.	ACTIVE
1356	2/2/2017	ISI	GP 712+50 NB frontage	Repair "NORTH 99 TEXAS" sign	ACTIVE
1399	2/15/2017	ISI	GP 649+00 NB	Install foundation for "City of Sugar Land" directional sign	ACTIVE
1453	3/10/2017	ISI	GP 1291+00 NB	Concrete spall repair	ACTIVE
1454	3/10/2017	ISI	GP 744+50 NB	Concrete spall repair	ACTIVE
1504	3/20/2017	ISI	GP 645+00 NB	Adjust storm sewer and SET	ACTIVE
1484	3/20/2017	ISI	GP 805+50 NB	Remove silt fence.	ACTIVE
1497	3/20/2017	ISI	GP 833+00 SB	Repair "1464" sign.	ACTIVE
1509	3/21/2017	ISI	All Roads - FB, WP, GP	Herbicide Cycle	ACTIVE
1516	3/27/2017	ISI	GP 674+00 - 684+00 NB	Remove silt and debris from frontage road.	ACTIVE



## April 19, 2017 - Board Book FBGPTRA

1515	3/27/2017	ISI	All Roads - FB, GP, WP	Expansion joint replacement	ACTIVE
1527	3/27/2017	ISI	GP 849+00 NB	Replace delineator	ACTIVE
1532	3/30/2017	ISI	GP 732+00 NB	Repair/replace fence at edge of ROW	ACTIVE
1582	4/4/2017	ISI	GP 642+00, 636+00 NB	Remove culverts from medium.	ACTIVE
1597	5/3/2017	ISI	GP 657+00 - 1335+00	Cleaning and Sweeping	ACTIVE
1598	5/3/2017	ISI	GP 734+50 - 744+50 NB	Inspect armored joint markings for separation.	ACTIVE
1595	5/10/2017	ISI	All Roads - FB, GP, WP	Illumination Inspection	ACTIVE
535	4/11/2016	Traff-Tex	FBGP805	Wreck foundation forms and backfill	ACTIVE
607	6/9/2016	Traff-Tex	Underpass Lights at FM1464	Repair 3 HPS Fixtures	ACTIVE
923	9/16/2016	Traff-Tex	Underpass Light at Mason Rd	Repair HPS Fixture	ACTIVE
1313	1/18/2017	Traff-Tex	FBGP406	Replace roadway illumination fixture and assembly	ACTIVE
1576	4/19/2017	Yellowstone	GP 1335+00 - 658+00	Monthly tractor mowing and string trimming	ACTIVE
1352	3/20/2017	ISI	GP 1263+00 NB frontage	Repair concrete on curb	COMPLETE
1428	3/20/2017	ISI	GP 1193+50 NB	Repair "60 MPH" speed sign	COMPLETE
1429	3/20/2017	ISI	GP 1194+00 NB frontage	Repair "Merge" sign	COMPLETE
1430	3/20/2017	ISI	GP 1001+00 NB	Replace "WRONG WAY" sign	COMPLETE
1431	3/20/2017	ISI	GP 1142+00 - 1110+00 NB/SB	Clean storm inlets of dirt and weeds	COMPLETE
1398	3/20/2017	ISI	GP 960+00 Oyster Creek	Replace 6" Polymer Concrete Header, as noted on plan sheet	COMPLETE
1413	3/20/2017	ISI	GP 1272+50 NB	Repair Pothole	COMPLETE
1414	3/20/2017	ISI	GP 1273+00 SB	Repair "SOUTH 99 TEXAS" sign	COMPLETE
1496	3/24/2017	ISI	GP 1272+00 NB	Replace "ONE WAY" sign	COMPLETE
1498	4/3/2017	ISI	GP 723+00 SB	Replace object marker on React	COMPLETE
1508	4/4/2017	ISI	GP 734+50 - 744+50 NB GP 1108+00 - 1150+00 SB	Inspect armored joint markings for separation.	COMPLETE
1328	4/5/2017	ISI	Frontage	Concrete Spall Repair	COMPLETE
1507	4/6/2017	ISI	GP 734+50 - 744+50 NB	Score Brazos River Bridge armored joint, only on NB outside lane.	COMPLETE
1469	4/6/2017	ISI	GP 657+00 - 1335+00	Cleaning and Sweeping	COMPLETE
1617	4/10/2017	ISI	GP 638+00 NB	Remove Crabb River sign.	COMPLETE
1464	3/16/2017	Traff-Tex	FBGP201, 202, 203, 205	Troubleshoot electrical repair	COMPLETE
898	4/3/2017	Traff-Tex	FBGP1009	Replace roadway illumination fixture and assembly	COMPLETE
931	4/3/2017	Traff-Tex	FBGP902	Replace roadway illumination fixture and assembly	COMPLETE
1441	4/17/2017	Yellowstone	GP 1335+00 - 658+00	Monthly tractor mowing and string trimming	COMPLETE



Concrete Spall Repair – Grand Parkway frontage road



## April 19, 2017 - Board Book FBGPTRA

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### City of Sugar Land Annexation

In late 2017, the City of Sugar Land will annex New Territory which includes the SH 99 traffic signals at New Territory Blvd. and Sandhill Dr. As part of annexation, the City is looking to take over operation of these GPTRTA traffic signals as they do for all TxDOT signals within the City. Discussions have also included the US 90A and FM 1464 traffic signals, but annexation of those intersections is not decided. The original discussion was to use the same conditions as a standard TxDOT reimbursement agreement, but that would require GPTRA to reimburse the city \$1,605 per signal, per year. The traffic signals would still be owned by GPTRA and the electrical bills would continue to be paid for, or reimbursed by, GPTRA. We will continue to discuss more acceptable reimbursement terms with the City of Sugar Land.

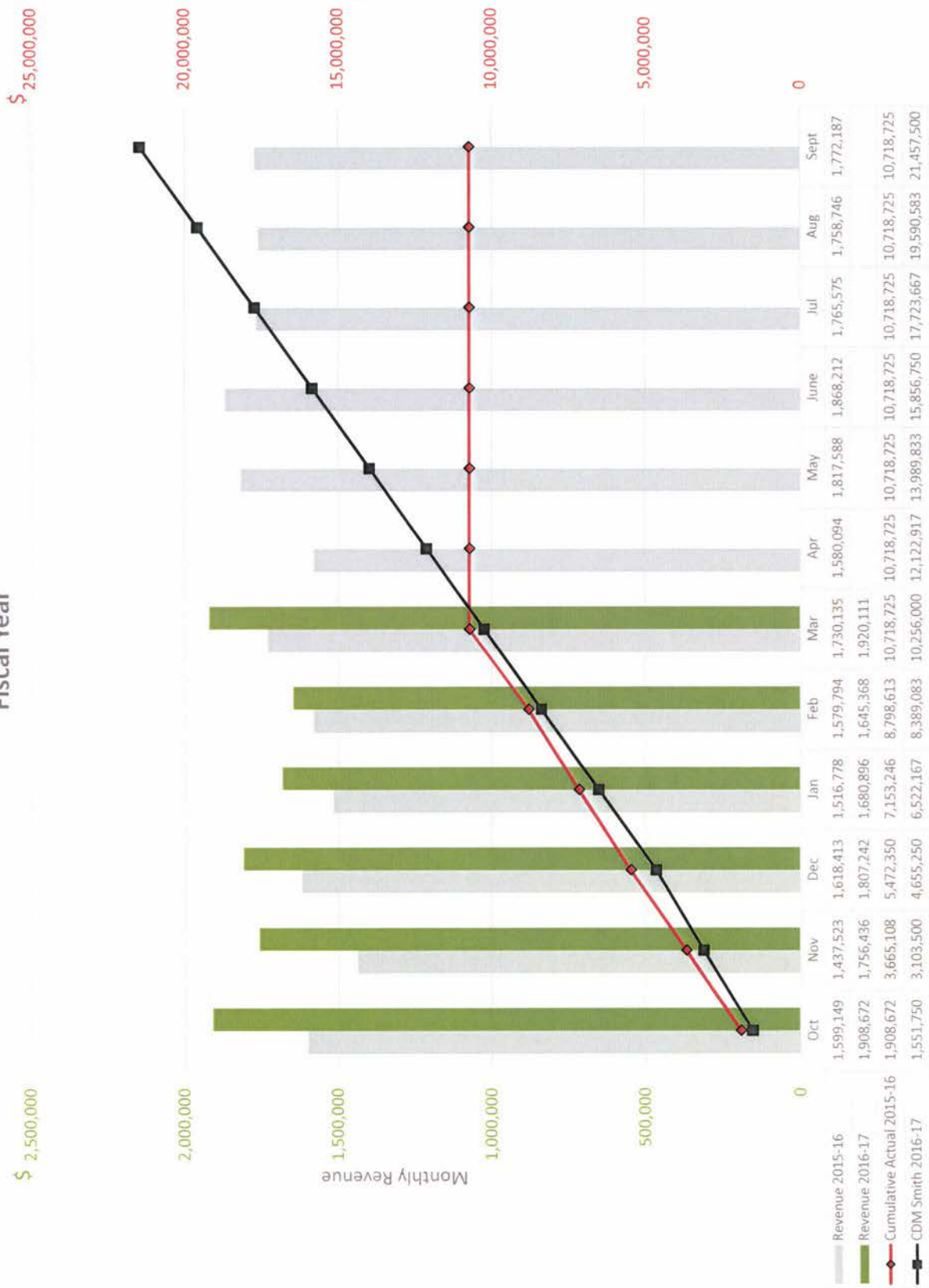
Recommended Action: No action required.

### Attachments:

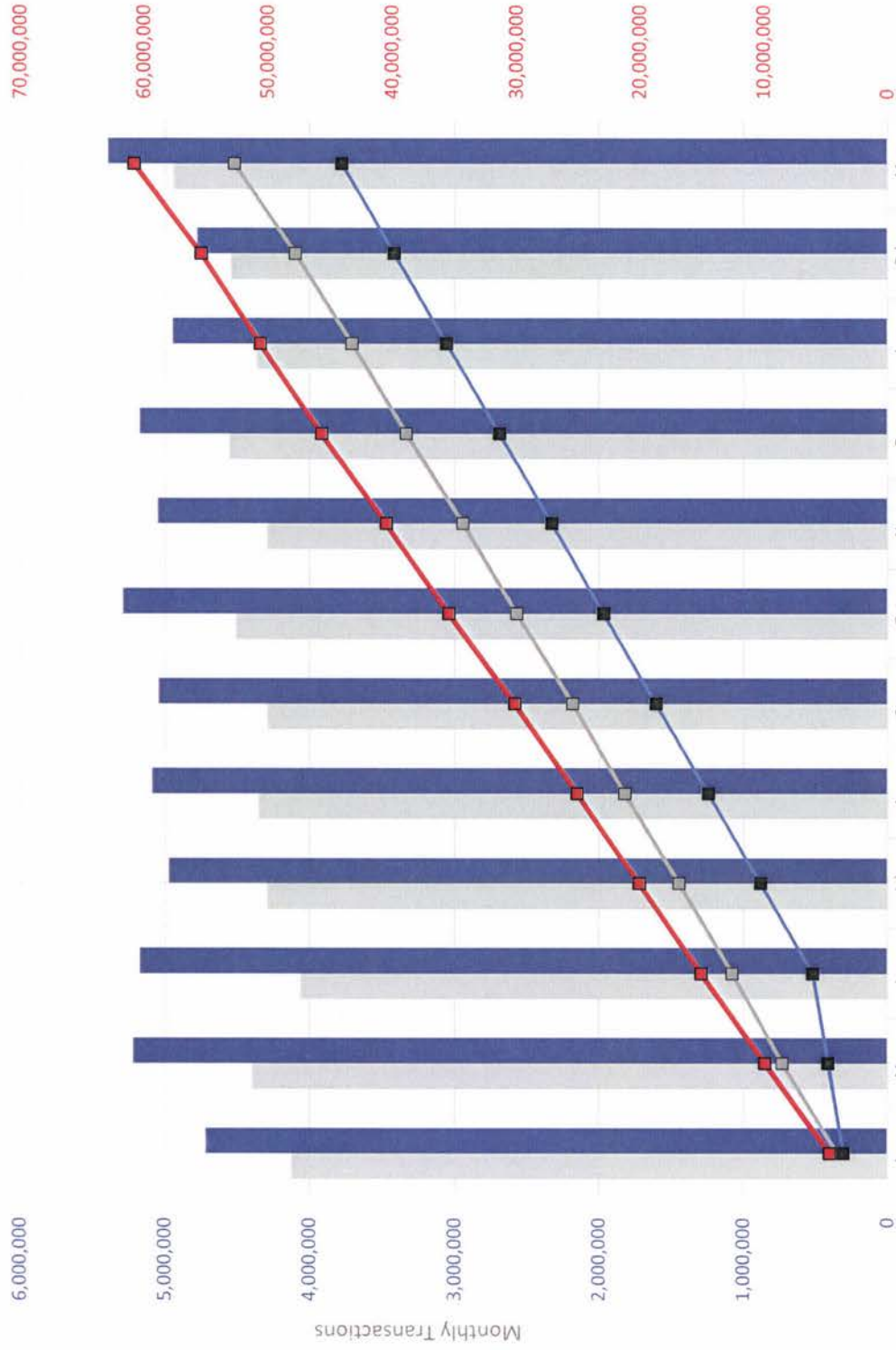
- i. Traffic and Revenue Reports
- ii. RS&H Report
- iii. SWC Report
- iv. Constable Report

### Notes:

# Grand Parkway Revenue Fiscal Year

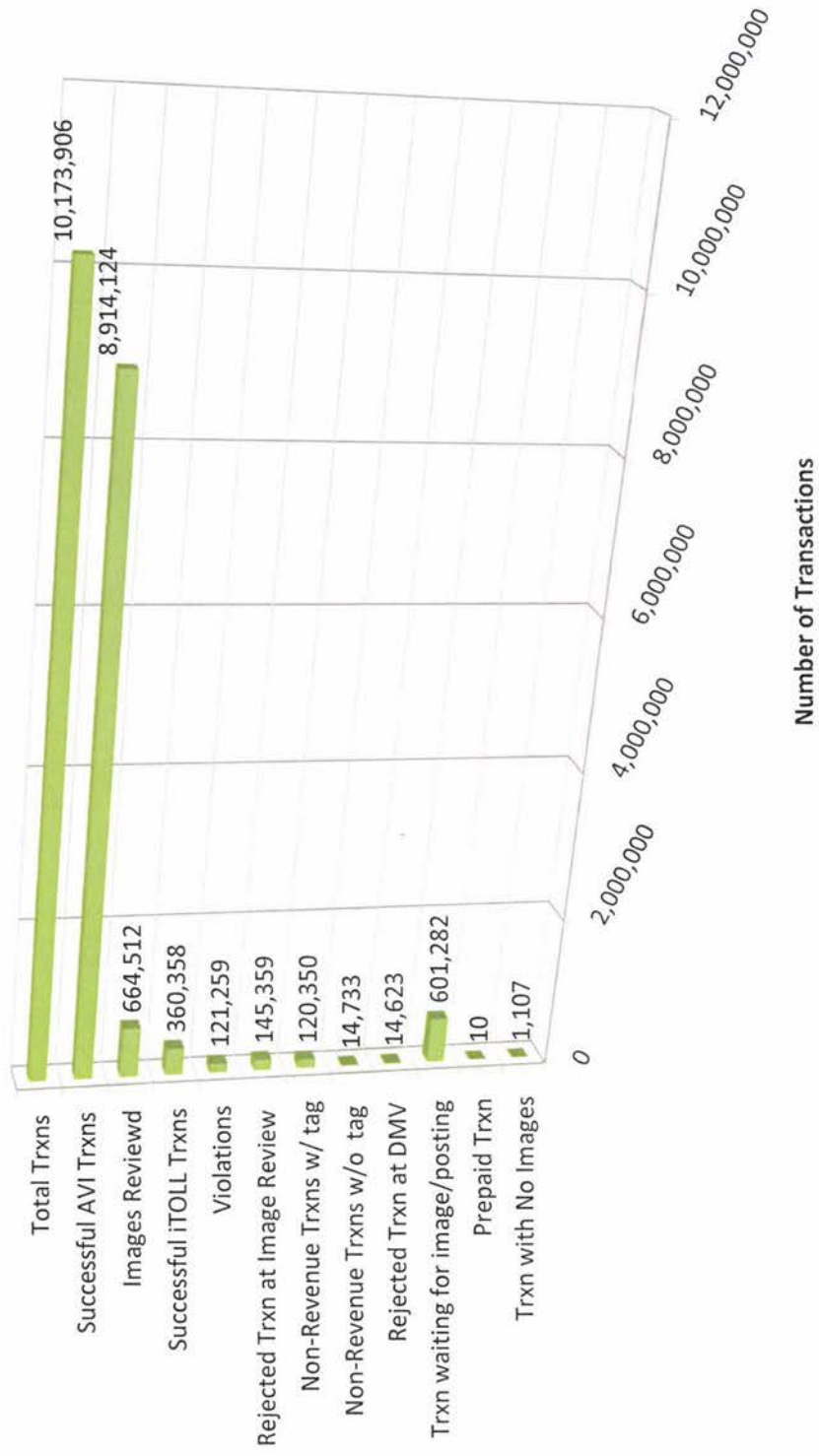


# Grand Parkway Transactions Rolling 12 Months

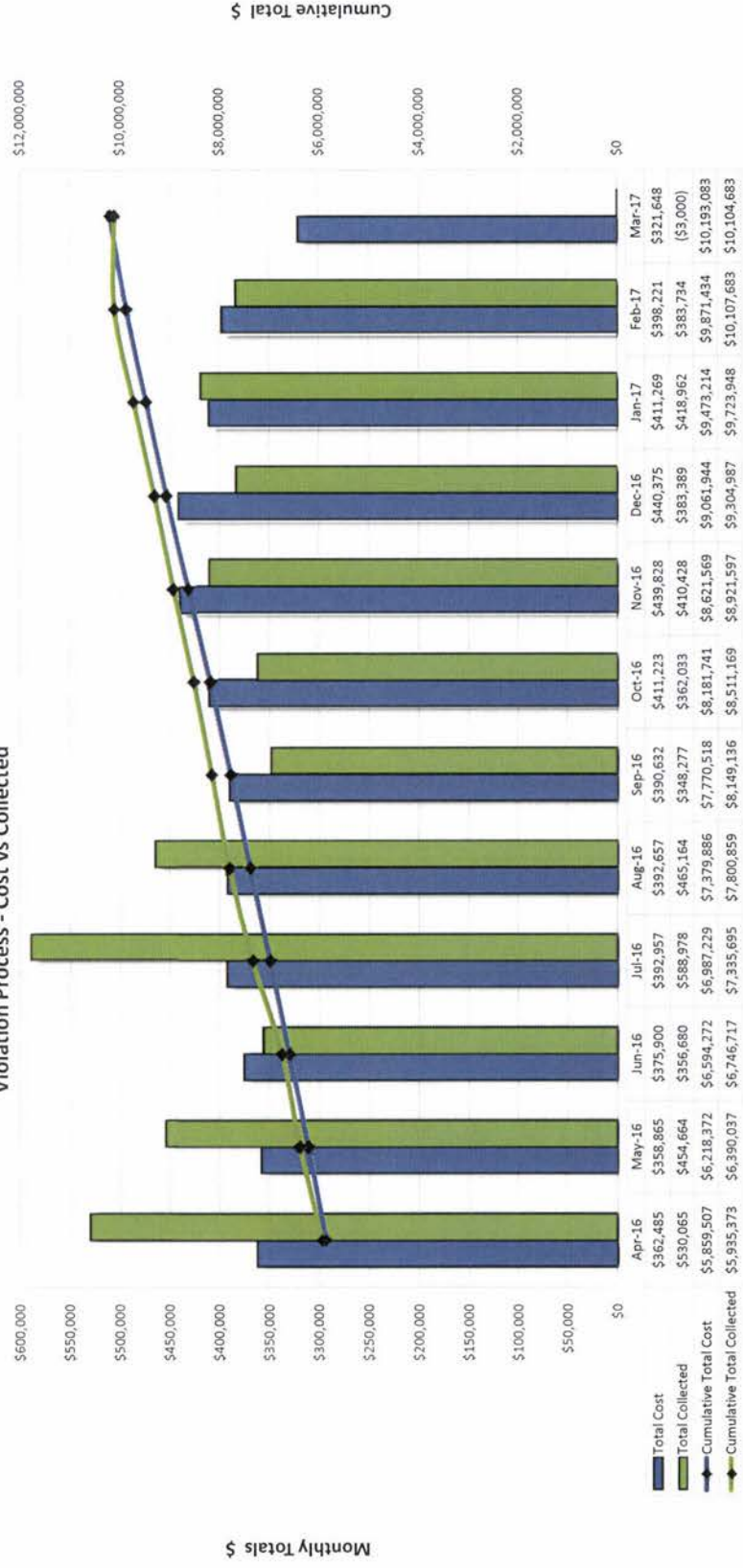


# Fort Bend County Toll Road System Resolution of All Transactions

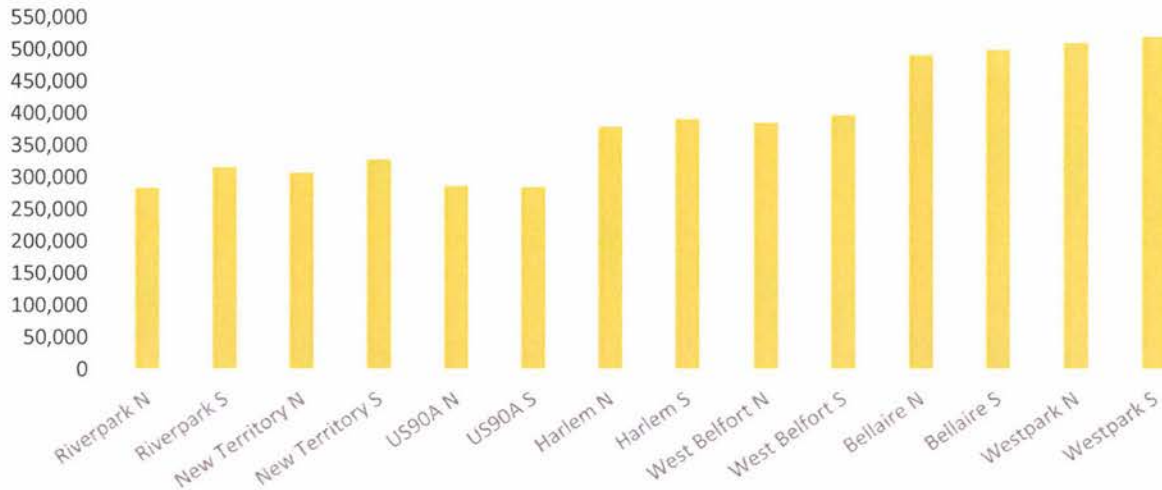
March 2017



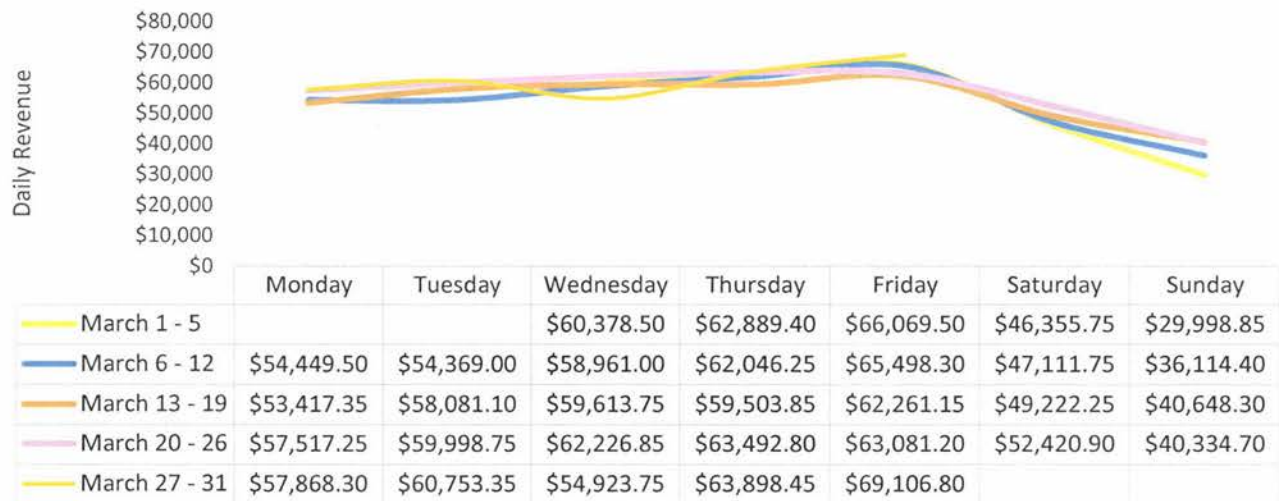
# Fort Bend Toll Road System Violation Process - Cost vs Collected

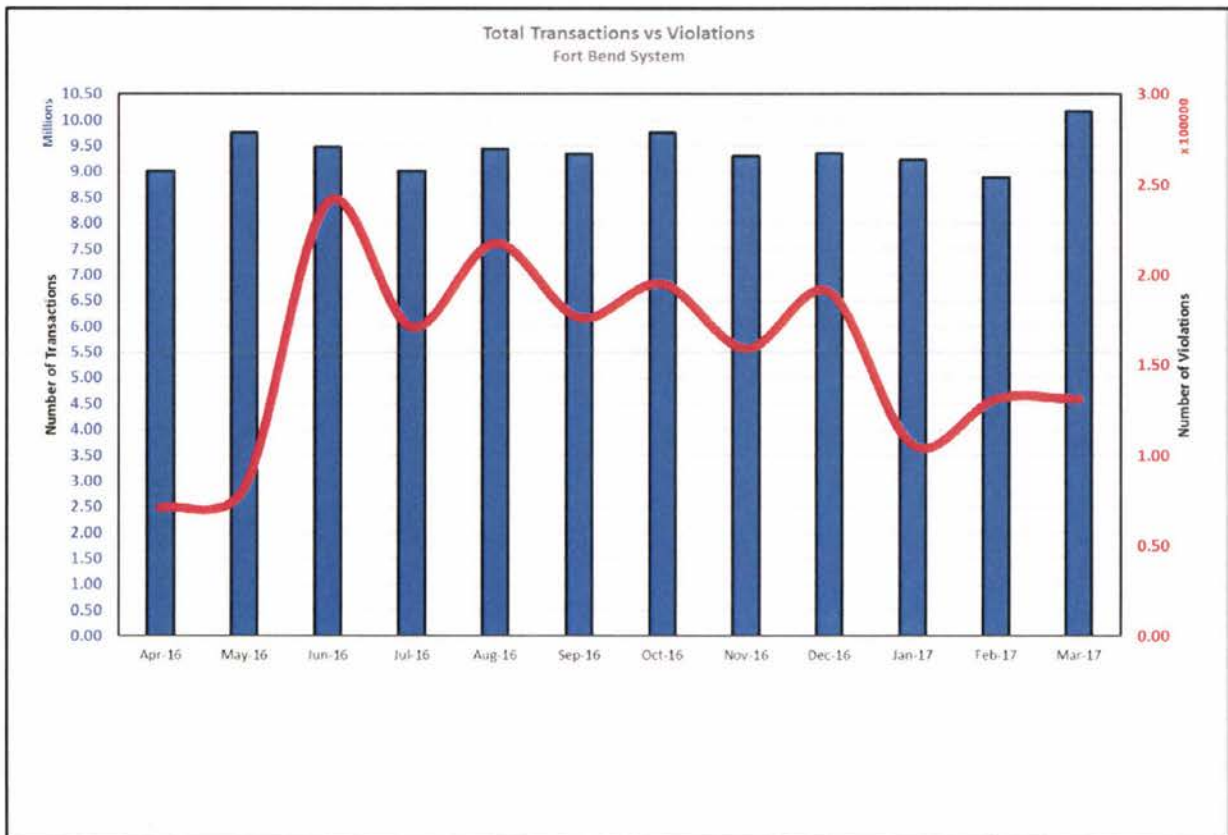
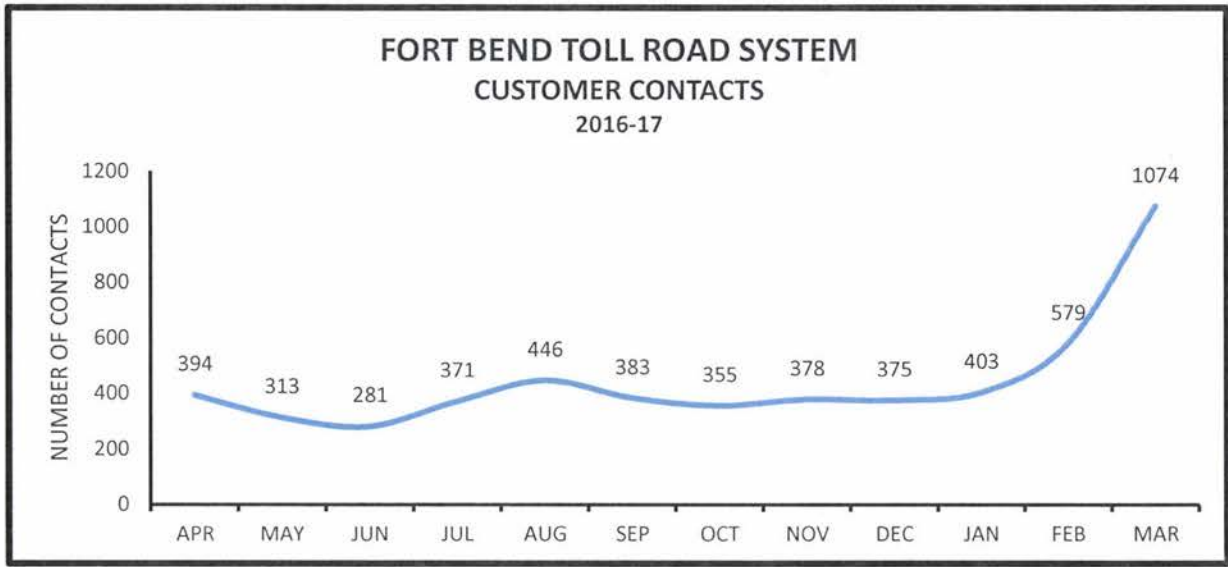


## Grand Parkway Traffic Counts March 2017



## Grand Parkway Daily Revenue Counts March 2017





## Status Report

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To: Mike Stone

Date: 04-10-2017

Copies To: Sherrie Knoepfel, Megan Browne, Kevin Palmer

Project: FBGPTRA

Author: David Raines

### Project Status Overview – March 2017

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#### Executive Summary:

During the last reporting period, the team's focus has been concentrated on the Maintenance and Operational phases for TransCore. Efforts are under way for the transition of the Violation Processing Center from Xerox to SWC Group.

**Schedule** – All scheduled tasks for software and hardware updates have been performed as outlined by TransCore. Routine maintenance was performed TransCore to ensure optimal operational efficiencies.

#### Xerox (Conduent)

- Xerox contract to end by March 31 with transition to new Violation Processing Center (VPC)

#### TransCore

- Interoperability
  - TransCore supporting testing efforts with the CUSIOP
- Updated annual systems audits were performed by TransCore.
  - OCR updates being performed to improve accuracy
- Aggregated Tolls
  - TransCore received and configured hardware.
  - Data testing is ongoing
  - On Schedule
  - System Demonstration pending
- VPC Transition
  - TransCore is supporting efforts for the transition

#### SWC Group

- Initial phase of transition completed on March 31
- Call Center, IVR and Website are all operational
- Coordination with Xerox and TransCore ongoing

#### Risk (Xerox) –

- Violation images backlog cleared
- Receipt of all data by SWC from Xerox not completed

#### Risk (TransCore) –

- Ongoing Operations and maintenance will continue to be refined and/or enhanced as required.

#### Risk (SWC Group) –

- Adherence to Schedule dependent upon efficient coordination with Xerox and TransCore

### Work Completed Since Last Report Issuance:

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- Participated in Meetings and Review Sessions
- Organized and Led Bi-Weekly Status Meetings
- Reviewed monthly reports
- CUIOP and SSIOP meeting attendance
- Review Key Performance Indicators
- Review of annual audit reporting
- Support of new VPC transition efforts

### Anticipated Work To Be Completed The Following Cycle:

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- Update Activities as Required
- Review Lane/Host System Performance as requested
- Review VPC System Performance as requested
- Review Key Performance Indicators as requested
- Review Enhancements
  - TransCore OCR Implementation
  - Aggregated Tolls Implementation
- Review Monthly Maintenance Reporting
- Review of Annual Audit by TransCore
- Assist in monthly reporting
- Assist in Xerox (Conduent) End of Contract Transition Activities
- Support VPC transition Efforts and Coordination

Respectfully Submitted:



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Kevin Palmer - RS&H  
Project Manager

March 23, 2017

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

Subject: Fort Bend – Maintenance and Ops Invoices, Aggregate tolling status, OCR status, New Interoperability HUB Status, and Testing with VPS-SWC Provider

**Maintenance and Ops Invoices:**

Invoice # **27734** for maintenance services provided by TransCore for the Fort Bend Grand Parkway system for the month Feb 2017.

Invoice # **27732** for maintenance services provided by TransCore for the Westpark tollway locations for the month Feb 2017.

Invoice # **27733** for maintenance services provided by TransCore for the Fort Bend Parkway for the month Feb 2017.

Note: The Feb 2017 Maintenance Reports were submitted to you separately by Seth Meottel our TransCore Maintenance Manager and James Revels our Lead Maintenance Technician describing all the services provided during December.

**Aggregate Tolling:**

We have installed and configured the server equipment and are using it for testing the Aggregate Tolling.

We are completing the Aggregate Tolling algorithms and testing.

We have designed the screen logon and layouts for the a customer to review their aggregated tolls. We will be providing Fort Bend with a Demo of the screens over the next couple of weeks.

TransCore will continue to work the Aggregate Tolling project however this feature will not be deployed until probably July 2017 timeframe. The reason for the delay is to minimize customer confusion. Fort Bend will be switching from Conduent to SWC for VPS backoffice processing and the IOP-HUB is also change from the Texas HUB to the South Central Region HUB which will include Texas, Oklahoma and Kansas. These are significant changes that might cause some levels of risk and confusion to customers. As not to cause another level of possible confusion to the customers and to other tolling partners with changing how tolls are actually sent to the IOP-HUB for aggregate tolling we agree with the Fort Bend that delaying deployment for a couple of months reduces risks and confusion.

**OCR Tuning:**

We conducted another audit of the OCR Engines(3/5-3/7).

The OCR Engines are still struggling with determining State/Jurisdiction. We also did additional data analysis on the errors of the 50K transactions/images the past 6-8 months. We discovered that over half of the issues were with incorrect State/Jurisdictions. The OCR engine was missing Texas plates as multiple other states. We found that if there was a "J" in the first character it would miss

identify the plate jurisdiction as another state. The CARMEN Engine did not have Texas Plates starting with a "J" but had five other states that had plate numbers that started with a "J" so when it determine a "J" was in the first position it would use the other indicators to determine which state besides Texas to use.

There are a few other configuration changes in how characters weighted for confidence levels that also needed to be adjusted.

We are working with ARH- CARMEN the OCR engine provider to make the necessary changes to correct this issue and other more minor configuration/weighting issues that were discovered. We provided the 50K images to CARMEN to test/tune the engine. Once we have received, tested and deployed the changes, we will conduct another 3 day Audit. We anticipate some kind of update within the next 7-10 days.

Based on the numbers of misses we believe that correcting these issues will bring the OCR performance into the acceptable performance ranges for the system.

**Interoperability Hub:**

We have completed all the core coding tasks required to support the new IOP-HUB.

We have completed Internal unit testing with the IOP-HUB.

We are currently supporting the Tolling Partner User Acceptance Testing which will be going on through-out the month of March and April.

**VPS-SWC - Supporting Testing with bringing on new VPS Provider.**

We have supported multiple meetings with SWC and Fort Bend to review and update the ICD.

We have completed setup of the FTP logon for SWC to pickup and drop off transactions, files, and data.

We have completed initial file exchanges.

As of 3/17/2017 23:59 we have turned off placing transactions/images in the Conduent directories.

As of 3/18/2017 00:00 we have started placing transactions/image files in the SWC directories for processing.

We continue to support Testing with SWC and supporting multiple calls per week with SWC and Fort Bend as the transition continues.

We appreciate the opportunity to serve you with this important project. Please feel free to contact me directly as david.kerr@transcore.com or 972-489-0651 with any questions you might have.

Sincerely,  
TRANSCORE

A handwritten signature in blue ink that reads "David P. Kerr".

David Kerr

April 10, 2017

## **Status Report: Violation Processing Center Operator implementation**

### **Executive Summary**

SWC Group has been engaged to deliver a solution and provide services for the revenue collection and transaction processing of toll transactions in support of FBCTRA. The services include processing of data from lane technology through a back office and account receivables management process, through the collection and court process as needed. The solution will serve as system of record for these activities. The goal is to make the process as efficient and user friendly as possible. Success will be measured in both revenue collected and customer satisfaction levels by process.

After award, SWC was requested to develop an accelerated delivery schedule to support the ability to deliver core functionality in April. This would allow FBCTRA to transition away from Xerox as provider of these services at the end of the current contract, while limiting impact to revenue stream and customer service functionality.

- Notice to proceed received 01/31/17
- Initial Project Plan and Schedule submitted and approved 02/06/17 (July 2017 "go live date")
- Request for accelerated schedule requested 02/20/17
- Initial accelerated Project Plan and schedule submitted 03/01/17(April 2017 "go live date")
  - o Phase 1 = (April)Summary data conversion, transaction interface with Transcore, Call center operations, Web payment portal/gateway, Image review services, Initial reporting
  - o Phase 2 = (May) Invoicing, Transaction aging process, DMV interface, Lockbox interface
  - o Phase 3 = (July – September) Retail location integration, Reporting platform, Collections interface, As-built documentation delivery
- Quality Assurance plan approved 03/10/2017
- FBCTRA staff on-site at SWC for training and system review 03/27-28/2017
- File transfer of lane data testing completed with Transcore 03/28/2017
- File transfer of account summary data from Xerox completed 03/30/2017
- Call Center phone number ported over to SWC 03/31/2017
- Website redirected to SWC 03/31/2017
- Call Center scripts, support documents completed 03/31/2017
- FBCTRA staff provided log in credentials and information for account information and call recordings 03/31/2017

**Anticipated work to be completed following cycle: Phase 2**

# Fort Bend County Constable Precincts 2, 3, & 4

Fort Bend County Toll Road Authority & Grand Parkway Toll Road Authority

## COMBINED POLICE ACTIVITY REPORT - MARCH 2017



### INCIDENTS

	SMITH	JENKINS	TAYLOR	T. WALL	VILLARREAL	GARRET	HERNANDEZ	EVENT TOTALS	% of Total Events
Accident: Auto/Ped		0	0	0	0	0	0	0	0.00%
Accident: Fatal		0	0	0	0	0	0	0	0.00%
Accident: Major	2	0	9	1	4	3	3	22	1.02%
Accident: Minor	1	1	5	9	6	7	4	33	1.53%
Wide Load Incident		0	0	0	0	0	0	0	0.00%
HazMat Incident		0	0	0	0	0	0	0	0.00%
Comm. Veh. Incident		0	0	0	0	1	0	1	0.05%
EMS/Fire Call		0	0	0	8	3	3	14	0.65%
Motorist Assist	29	30	3	9	5	14	8	98	4.55%
Welfare Check	57	32	2	13	24	1	2	131	6.08%
EZ Tag Check	86	139	35	62	22	110	50	504	23.39%
Top Violator Contact	2	8	1	2	0	0	0	13	0.60%
Road Debris	5	10	1	1	3	3	1	24	1.11%
Traffic Complaints		0	1	0	8	6	6	21	0.97%
Traffic Hazard(s)	9	0	3	4	15	3	1	35	1.62%
Other (not specified)	413	142	2	1	9	18	4	589	27.33%

### TRAFFIC

Speeding Citation	3	10	1	16	11	41	13	95	4.41%
Toll Violation Citation	13	31	2	9	0	0	3	58	2.69%
Other Citations	17	90	29	35	13	36	10	230	10.67%
Warning	27	109	31	39	13	28	16	263	12.20%

### ARRESTS

Misdemeanor		0	4	1	12	2	5	24	1.11%
Felony		0	0	0	0	0	0	0	0.00%

DEPUTY TOTALS:

664 602 129 202 153 276 129 2155

### AVERAGE MILES PER SHIFT



### DEPUTY SCHEDULES

Precinct 2 Constable		
Smith		
Jenkins		
Precinct 3 Constable		
Wall	5a-1p	M-F
DeJohn	12p-8p	M-F
Precinct 4 Constable		
Villarreal	5a-3p	M-Th
Garret	1p-11p	Tu-F
Hernandez	Varies	Th-M



## April 19, 2017 - Board Book FBGPTRA

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### **Agenda Item 5: Update on sound mitigation alternatives along Segment C from drainage channel to Sansbury Boulevard.**

A meeting was held with TxDOT at the District Office on April 10<sup>th</sup> and the issue concerning the sound walls was discussed. Mr. Stone and Mr. Muller will address this issue with the Board at the meeting.

Concerning the safety concerns expressed by the residents of Canyon Gate, the Authority has been assured by the design engineers that the road meets all safety requirements and guidelines. The Authority has requested a letter from the design engineer addressed to the Board stating the same.

Recommended Action: No action required

Attachments:

Notes:



## April 19, 2017 - Board Book FBGPTRA

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**Agenda Item 6: Amended and Restated Order Establishing a Toll Rate Schedule for the Fort Bend Grand Parkway Toll Road System; Prohibiting the Operation of a Motor Vehicle on the Road System After Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of the Order; Containing Other Provisions Relating to the Subject.**

Mr. Muller and Mr. Stone will address this matter with the Board at the meeting.

**Recommended Action:**

- i. Approve Amended and Restated Order Establishing a Toll Rate Schedule for the Fort Bend County Toll Road System
- ii. Approve Business Rules

**Attachments:**

- i. Amended and Restated Order Establishing a Toll Rate Schedule for the Fort Bend County Toll Road System
- ii. Business Rules

**Notes:**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND           §

The Commissioners Court of Fort Bend County, Texas, (“Commissioners Court”) convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at the County Courthouse, with a quorum of said Court present:

Whereupon, among other business the following was transacted at said meeting: a written order entitled:

AMENDED AND RESTATED ORDER ESTABLISHING A TOLL RATE SCHEDULE FOR THE FORT BEND GRAND PARKWAY TOLL ROAD; PROHIBITING THE OPERATION OF A MOTOR VEHICLE ON THE ROAD AFTER FAILURE TO PAY REQUIRED TOLL OR CHARGE; ESTABLISHING AN ADMINISTRATIVE ADJUDICATION HEARING PROCEDURE FOR VIOLATION OF THIS ORDER; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

(the “Order”) was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

The County Judge thereupon announced that the Order has been duly and lawfully adopted. The Order thus adopted follows:

AMENDED AND RESTATED ORDER ESTABLISHING A TOLL RATE SCHEDULE FOR THE FORT BEND GRAND PARKWAY TOLL ROAD; PROHIBITING THE OPERATION OF A MOTOR VEHICLE ON THE ROAD AFTER FAILURE TO PAY REQUIRED TOLL OR CHARGE; ESTABLISHING AN ADMINISTRATIVE ADJUDICATION HEARING PROCEDURE FOR VIOLATION OF THIS ORDER; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

RECITALS

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority is operating the Fort Bend Grand Parkway on behalf of Fort Bend County; and

WHEREAS, the Commissioners Court of Fort Bend County desires to amend the established toll rate schedules policies and procedures relating to the operation and toll violation enforcement on the Fort Bend Grand Parkway (as defined below);

NOW, THEREFORE, IT IS ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS THAT:

*Section 1. Scope and Purpose.*

Pursuant to Texas Transportation Code, Chapter 284, the Commissioners Court of Fort Bend County adopts the following procedures for the safe and efficient use and payment of tolls on the Fort Bend Grand Parkway and an administrative adjudication procedure for persons suspected of the violation of this order. The administrative adjudication hearing procedures are adopted in an effort to enforce the payment of tolls and charges imposed for the use of the Fort Bend Grand Parkway and to deter owners and operators of motor vehicles from failing to pay tolls and charges as required.

*Section 2. Definitions.*

The words and terms defined in this procedure shall have the meanings ascribed unless the context clearly indicates another meaning.

*Account* means all tolls, violations, fees, and charges associated with one (1) license plate that remain unpaid up to the time of the Administrative Hearing.

*Authority* means the Fort Bend Grand Parkway Toll Road Authority.

*Delinquent Account* means any Account that remains unpaid as of the 30<sup>th</sup> day after the date of the Final Toll Violation Notice.

*Department* means the Texas Department of Transportation.

*Electronic Toll System* means a method of payment of tolls using a Toll Tag.

*Fort Bend Grand Parkway* means a toll causeway, bridge, tunnel, turnpike, highway, or any combination of those facilities in connection with the Fort Bend Grand Parkway Toll Road.

*Inter-Op HUB* means a membership of toll entities that share Toll Tag account information for the purpose of accepting payment for tolls incurred on another member's toll facilities, including, but not limited to, the Central US HUB (Texas, Oklahoma, Kansas) and Southern

States HUB (Florida, Georgia, North Carolina, South Carolina)

*Motor Vehicle* means a self-propelled vehicle and includes a bus, light truck, motorcycle, passenger car, school bus, truck, or truck tractor for which a toll is required for the operation of the vehicle on the Fort Bend Grand Parkway.

*Order* means this Order.

*Registered Owner* means the person designated as the owner on the certificate of title issued by the Department for the Motor Vehicle.

*State* means the State of Texas.

*Toll Tag* means an electronic transponder containing a unique identification number assigned to a specific vehicle, which is read as the vehicle approaches the toll plaza, then verifies the vehicle's identification number, and automatically charges the appropriate toll from an account established for the vehicle. by a toll entity that is a member of the Inter-Op HUB.. Toll Tag shall also include a license plate registered to a “non-tag” account with a toll entity that is a member of the Inter-Op Hub.

*Section 3. Toll Rates; Toll Payment Required.*

Unless otherwise exempt by State law or the County's Non-Revenue and Discount Use Policy, all persons operating vehicles on the Fort Bend Grand Parkway are required to pay tolls at the designated plazas of the Authority's Electronic Toll System by means of a Toll Tag. The required toll at each toll plaza of the Fort Bend Grand Parkway is shown on **Exhibit A**.

Tolls shall be adjusted annually (the “Annual Adjustment Factor”) at 12:01 a.m. on the 1st of January, at the greater of (a) 2%, or (b) the annual change in the Consumer Price Index All Urban Consumers (CPI-U) Houston-Galveston-Brazoria, as published by the Bureau of Labor Statistics for the month of August, and rounded to the nearest cent. The following chart provides an example of the minimum toll rate increases that would occur with this policy, assuming the CPI-U in each year is less than 2%.

***Example (for illustration only)***

Year	Toll Base Rate for Escalator Calculation	2% Escalator	Computed Rate Adding Escalator	Effective Rate (rounded to the cent)
1	\$0.35	\$0.007	\$0.357	\$0.35
1	\$0.357	\$0.00714	\$0.36414	\$0.36
2	\$0.36414	\$0.0072828	\$0.3714228	\$0.37
3	\$0.3714228	\$0.007428456	\$0.378851256	\$0.38
4	\$0.378851256	\$0.00757702512	\$0.38642828112	\$0.39
5	\$0.38642828112	\$0.0077285656224	\$0.394156846724	\$0.39
6	\$0.394156846724	\$0.007883136934848	\$0.402039983658848	\$0.40
7	\$0.402039983658848	\$0.008040799673177	\$0.410080783332025	\$0.41
8	\$0.410080783332025	\$0.0082016156666405	\$0.4182823989986655	\$0.42
9	\$0.4182823989986655	\$0.0083656479799733	\$0.4266480469786388	\$0.43
10	\$0.4266480469786388	\$0.0085329609395728	\$0.4351810079182116	\$0.44

*Section 4. Failure to Pay Toll.*

Unless otherwise exempt, no person may operate a motor vehicle, or cause or allow the operation of a motor vehicle on the Fort Bend Grand Parkway 1) without a Toll Tag, or 2) with a Toll Tag associated with an account that has been suspended.

*Section 5. Toll Violation Notice and Opportunity to Pay Required Toll, Charge, and Fee.*

If a person uses the Fort Bend Grand Parkway in violation of this Order, the County, the Authority or the appropriate designee shall attempt to collect the required toll as provided in this Section 5, plus the associated fees and charges shown in Exhibit B.

First, the County, the Authority or the appropriate designee shall provide to the registered owner of the vehicle a written Initial Toll Notice (ITN) of the unpaid toll.

Second, if the registered owner fails to pay the full amount due as shown on the ITN within thirty (30) days of the date of the ITN, the County, the Authority or the appropriate designee shall provide to the registered owner of the vehicle a written Toll Violation Notice (TVN).

Third, if the registered owner fails to pay the full amount due as shown on the TVN within thirty (30) days of the date of the TVN, the County, the Authority or the appropriate designee shall provide, to the registered owner of the vehicle, a written Final Toll Violation Notice (FTVN).

*Section 6. Failure to Pay Tolls and Fees after FTVN.*

If the registered owner fails to pay the full amount due as shown on the FTVN within thirty (30) days of the date of the FTVN the account becomes a Delinquent Account, and:

1. the motor vehicle is prohibited from using the Fort Bend Grand Parkway, and use of the motor vehicle in violation of this prohibition is a class C misdemeanor pursuant to Section 284.203, Texas Transportation Code; and
2. the Delinquent Account will be referred to the Authority's collection agent;

*Section 7. Collection of Delinquent Account.*

Each Delinquent Account that is referred to the collection agent shall incur a collection fee of fourteen dollars (\$14.00) per violation.

Delinquent accounts that remain unpaid for more than thirty (30) days after the FTVN is mailed are eligible for the Administrative Hearing Process.

*Section 8. Administrative Adjudication Procedure/ Administrative Hearing Process.*

**Appointment of Hearing Officers.** The Commissioners Court shall appoint one or more licensed attorneys to serve as hearing officers. A hearing officer appointed by Commissioners Court shall serve at the pleasure of the Commissioners Court and shall implement this administrative adjudication procedure. A hearing officer shall be paid up to seven hundred and fifty dollars (\$750.00) for each day of hearing proceedings adjudicated.

A hearing officer shall have the authority to administer oaths and to issue orders compelling the attendance of witnesses and production of documents.

An order issued by a hearing officer compelling the attendance of witnesses or production of documents may be enforced by a Justice of the Peace.

**County Attorney.** The County Attorney shall represent Fort Bend County in all hearings and proceedings conducted under this administrative adjudication procedure and shall collect unpaid tolls, charges, fees, fines, and costs, unless the County has contracted with a private law firm to perform these services. The County Attorney shall administer and supervise any such contract pursuant to its terms.

**Initiation of Administrative Adjudication Process.** The administrative adjudication procedure for enforcement of payment of tolls, charges, and fees shall be initiated by the issuance of a citation to the registered owner of the vehicle who is suspected of violating the Order by operating, or causing or allowing the operation of a motor vehicle on the Fort Bend Grand Parkway in violation of this Order, on at least two separate occasions within a 12-month period. The citation will inform the registered owner of the right to a hearing to determine whether the registered owner is liable for a violation of the Order, and will state the date, time, and place of the hearing.

The citation may be served by a person authorized by the hearing officer, by delivering a copy of the citation to the person to be served, or the person's duly authorized agent, either in person, or by agent, or by courier receipted delivery, or by certified mail, to the party's last known address, or by telephonic document transfer to the person's current telecopier number with acknowledgment of receipt, or by such other manner as the hearing officer, in the hearing officer's discretion, may direct.

Service by certified mail shall be complete upon deposit of the citation in a post office or official depository under the care and custody of the United States Postal Service, provided that if the citation is returned marked "unclaimed," the citation shall be mailed, by regular mail, to the person's last known address.

The last known address of the registered owner of a motor vehicle is presumed to be the address maintained by the Department. The County Attorney, or its designee, may establish another address as the person's last known address by any lawful method.

A copy of the record of the amount of the unpaid tolls, charges, and fees owed to Fort Bend County, applicable to the motor vehicle, plus a Citation Fee shall be attached to and made a part of the citation.

**Notice.** A person shall be entitled to at least ten (10) days' notice prior to a hearing.

The right to a hearing shall be exercised by the personal appearance of the person on the date and at the time and place specified for the hearing.

A person may appear with counsel.

A person may request the hearing officer to issue an order compelling the attendance of witnesses and the production of documents. The person must make the request in writing, on or before the 7th day before the date of the scheduled hearing.

**Continuance.** A request for the continuance of a scheduled hearing must be made on or before

the 7th day before the date of the scheduled hearing. To obtain a continuance, a person must post a cash bond in the amount of the unpaid tolls, charges and fees claimed by Fort Bend County.

The conditions of the bond shall be that the person (i) will appear to answer the citation as required, and (ii) will pay the amount of any civil fine and costs assessed by the hearing officer, and (iii) in the event of the person's failure to appear at the hearing, consents to the forfeiture of the bond and application of the proceeds of the bond to the amount of unpaid tolls, charges and fees.

A person may assign the proceeds of a cash bond to satisfy any fine and costs assessed.

Upon acceptance of the cash bond, the hearing will be rescheduled to a date not later than thirty (30) days from the date of the original hearing.

Only one continuance may be granted.

**Presumptions and Evidence.** In an administrative adjudication hearing it is presumed that

- (1) the registered owner of the motor vehicle that is the subject of the hearing is the person who operated or allowed another person to operate the motor vehicle in violation of the Order; and,
- (2) a computer record of the Department of the registered owner of the motor vehicle is prima facie evidence of its contents.

A copy of the citation including the record of Fort Bend County showing the amount of the unpaid tolls, charges and fees applicable to the motor vehicle, is a record kept in the ordinary course of business of Fort Bend County and is rebuttable proof of the facts it contains.

**Attendance at Hearing.** At the hearing, the person may admit, admit with explanation, or deny, the failure to pay.

The failure of a person to appear at the hearing is considered an admission of liability for the failure to pay, and of the amount of the tolls, charges and fees owed, and the hearing officer may issue an order assessing a fine and costs on that basis.

An authorized representative of Fort Bend County shall appear at the hearing.

**Hearing.** The citation with the record of Fort Bend County showing the amount of the unpaid tolls, charges and fees applicable to the motor vehicle shall serve as the complaint, and no further pleading shall be necessary.

The hearing officer shall examine the contents of the citation and the record of Fort Bend County showing the amount of the unpaid tolls, charges and fees applicable to the motor vehicle, and shall hear and review testimony and evidence.

The hearing officer shall issue a decision stating:

- (1) whether or not the person is liable for a violation of this Order,
- (2) if liable, the amount of the unpaid tolls, charges, fees incurred prior to the hearing to be assessed against the person,

- (3) if liable, assessing the Administrative Hearing Fee and the County Court Fee, and
- (4) assessing a fine, if any, in an amount not more than five-hundred dollars (\$500.00).

A decision of the hearing officer finding liability shall be filed with the Fort Bend County Clerk, who shall keep the decision in a separate index and file.

A copy of the decision of the hearing officer, together with the date the decision was filed with the Fort Bend County Clerk, shall be mailed by regular mail to the person's address as shown on the citation, or to the person's last known address as maintained by Fort Bend County.

After the expiration of thirty-one (31) days from the date the decision of the hearing officer was filed with the County Clerk and failure to pay the unpaid tolls, charges, fees, fines or costs, notification will be given to the Department or Tax Assessor-Collector to refuse to register the motor vehicle pursuant to Transportation Code Section 284.209 (3).

**Appeal.** A decision of the hearing officer finding that a person is liable for a violation of the Order may be appealed to the Fort Bend County Courts at Law.

To appeal, the person must file a petition with the Clerk of the County Courts at Law not later than the 30th day after the date the hearing officer's decision is filed with the Fort Bend County Clerk. The petition must be accompanied by payment of the costs required by law for filing petitions with the County Courts at Law.

The person shall deliver a copy of the petition to Fort Bend County no later than the 3rd business day after the filing of the appeal.

The Clerk of the reviewing court shall schedule a hearing and notify all parties of the date, time, and place of the hearing.

The person may request the hearing officer to prepare a transcript of the administrative adjudication hearing. A transcript must be requested no later than the 3rd business day after the filing of the petition initiating the appeal. At the time of making the request, the person shall pay the sum of \$125.00 for preparation of the transcript.

The record of the administrative adjudication hearing, including the transcript, if requested, shall be delivered to the Clerk of the reviewing court in which the appeal is filed ("reviewing court") no later than the 30th day after the date the petition initiating the appeal was filed.

The reviewing court may not substitute its judgment for the judgment of the hearing officer on the weight of the evidence on questions committed to the hearing officer's discretion, but:

- (i) may affirm the decision of the hearing officer in whole or in part; and
- (ii) shall reverse, or remand for further proceedings if substantial rights of the person have been prejudiced because the decision of the hearing officer is:
  - (a) in violation of a constitutional or statutory provision;
  - (b) in excess of the hearing officer's statutory authority;
  - (c) made through unlawful procedure;
  - (d) affected by other error of law;
  - (e) not reasonably supported by substantial evidence considering the reliable

and probative evidence in the record as a whole; or  
(f) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

The person may apply to the reviewing court to present additional evidence.

The person shall offer, and the reviewing court shall admit, the record into evidence as an exhibit.

The reviewing court shall conduct the review sitting without a jury and is confined to the record of the administrative adjudication hearing.

The filing of an appeal does not stay the enforcement and collection of the decision of the hearing officer.

In order to stay enforcement and collection of the decision of the hearing officer, the person appealing must post a cash bond, in the amount of the fine and costs assessed, conditioned that the person appealing will appear and prosecute the appeal as required, and will pay the fine and costs, if any, for which the person appealing may be liable, and that in the event the decision of the hearing officer is affirmed, the proceeds of the cash bond may be applied to satisfy the fine and costs.

**Enforcement of Decision.** A decision of the hearing officer shall be enforced by any or all of the following:

- (1) the placement of a device that prohibits movement of a motor vehicle on the vehicle that is the subject of the decision;
- (2) the imposition of an additional fine, if the fine and costs assessed are not paid within thirty (30) days from the date of the decision of the hearing officer or of the affirmance of the decision of the hearing officer; or
- (3) the refusal of the Department or Tax Assessor-Collector to allow the registration of the motor vehicle that is the subject of the decision.

**Payment.** Fort Bend County and its designees to perform these services may accept payment of tolls, charges, fees, and fines and costs.

A person may pay the amount of unpaid tolls, charges and fees applicable to the motor vehicle made the basis of the Order, as shown by the records of Fort Bend County, at any time prior to the scheduled hearing, without additional penalty.

When the unpaid tolls, charges, fees, fines and costs have been paid in full, the prohibition of the operation on the Fort Bend Grand Parkway of the motor vehicle made the basis of the Order will be removed and the Department will be notified of the payment, if applicable.

The fine and costs must be paid in full within thirty (30) days of the decision of the hearing officer, or in accordance with payment terms authorized by the hearing officer, or within thirty (30) days of the affirmance of the decision of the hearing officer. The hearing officer may impose an additional fine, for willful failure to pay fine and costs as required.

*Section 9. Imposition of Costs.*

The Commissioners Court adopts the fees and charges listed in Exhibit B.

*Section 10. Miscellaneous Provisions*

If any word, phrase, clause, sentence, paragraph, section or other part of this Order, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other persons or circumstances shall not be affected thereby.

This Order supersedes and replaces in its entirety all previous orders for the Fort Bend County related to the subject matters contained herein.

It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

**[Remainder of page intentionally left blank.]**

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

FORT BEND COUNTY

---

Robert Hebert, County Judge

ATTEST:

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Laura Richard, County Clerk  
Clerk of the Commissioners Court of  
Fort Bend County, Texas

(SEAL)

**Exhibit A**

**Toll Rate Schedule**  
**Fort Bend Grand Parkway Toll Road**  
*Effective May 2015*

**Grand Parkway Toll Road**

**Main Lane Plazas**

<b><u>Vehicles</u></b>	<b><u>Toll Rate</u></b>	<b><u>Toll Rate for Non-Tag Transactions</u></b>	<b><u>Toll Rate for Non- Revenue and Exempt Vehicles</u></b>
2 axle	\$0.35	\$0.50	\$0.00
3 axle	\$0.70	\$0.85	\$0.00
4 axle	\$1.05	\$1.20	\$0.00
5 axle	\$1.40	\$1.55	\$0.00
6 axle	\$1.75	\$1.90	\$0.00

## **Exhibit B**

### **Fees and Charges**

<u>Level of Unpaid Tolls and Charges</u>	<u>Administrative Fee Amount</u>
Initial Notice	\$2.50
Toll Violation Notice	\$20.00
Final Toll Violation Notice	\$5.00
Citation Fee	\$50.00
Administrative Hearing Fee	\$50.00
County Court Fee	\$60.00

## CERTIFICATE FOR ORDER

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

We, the undersigned officers of the Commissioners Court (the "Court") of Fort Bend County, Texas (the "County"), do hereby certify as follows:

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.

2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the Order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3. That a true and complete copy of the Order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.

4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.

5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.

6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Governmental Code, as amended.

SIGNED AND SEALED the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

Laura Richard  
County Clerk and Ex-Officio Clerk  
Of the Commissioners Court of Fort Bend  
County, Texas

---

Robert Hebert  
County Judge

(COMM. CT. SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Commissioners Court which was passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2017, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, this \_\_\_\_ day of \_\_\_\_\_, 2017.

LAURA RICHARD  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court of Fort Bend County,  
Texas

By:\_\_\_\_\_

(SEAL)

# Fort Bend County Toll Road Systems

## Business Requirements



CONFIDENTIAL

NOT FOR PUBLIC DISTRIBUTION

This document contains confidential and proprietary information.  
The unauthorized use, release or distribution of, any information or  
materials contained in this document are strictly prohibited.

## Document Revision History

<u>Version</u>	<u>Date</u>	<u>Summary of Revisions</u>
1.0	8/29/2012	Initial submittal by RS&H
2.0	4/4/2013	Version 2
3.0	6/5/2013	Version 3
4.0	6/13/2013	Version 4
5.0	6/27/2013	Version 5
6.0	7/29/2013	Version 6
7.0	3/11/2014	Version 7
8.0	8/25/2015	Version 8
9.0	4/1/2016	Version 9
10.0	4/19/2017	Version 10

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# 1.Introduction

## 1.1 Purpose

The purpose of this document is to describe and record all business requirements for Fort Bend County Toll Road Authority (FBCTRA)

## 1.2 Definitions, Acronyms, Abbreviations

The purpose of this section is to list terms and acronyms used in this document for easy reference

Table 1: Definitions, Acronyms, and Abbreviations

<b>Term</b>	<b>Description</b>
Account	A Customer Toll Account hosted by an interoperable Home Agency
Administrative Hearing	If payment is not received within ninety (90) days after the collection agency's efforts have taken place an Administrative Hearing, is scheduled. During the Administrative Hearing process a judge will listen to arguments presented by the Toll Road Authority and by the toll violator and issue an Order of Judgment
AVC	Automatic Vehicle Classification
AVI	Automatic Vehicle Identification: The radio frequency system that identifies vehicles utilizing AVI Tags as they pass fixed antenna or readers to automatically charge the toll to the end customer
Business Rules	Business rules describe the operations, definitions and constraints that apply to FBCTRA. Business rules are put in place to help the organization define its processes and achieve its goals
CAF	County Attorney Fee - Fee per unpaid toll allowed under the Texas Transportation Code, § 284.2031(c) or 284.2032. Commissioners Court imposed the County Attorney Fee effective August 23, 2005
Code Off	An image from the lane that is rejected in image review and not processed as a transaction
Collections	Collections service providing toll debt recovery solutions all the way up to advanced credit collection strategies and services under contract with Fort Bend County
County	Fort Bend County
CSR	Customer Service Representative
CTRMA	Central Texas Regional Mobility Authority
CSC	Customer Support Center – A service center to help process violation payments, answer customer questions, and to help facilitate the violation process
CUSIOP HUB	Central US Interoperable HUB  Comprised of Home and Away Agencies: FBCTRA, CTRMA, HCTRA, TxTag, NTTA, OTA, KTA

Destination-Authority	The name of the Authority receiving the file. The Authority can be Service Provider, Subscriber or IOP HUB. The list includes:  IOP HUB, FBCTRA, CTRMA, HCTRA, TxTag, NTTA, OTA, KTA
FBCTRA	Fort Bend County Toll Road Authority is the governing authority of:  Grand Parkway; Westpark Tollway; Fort Bend Parkway in Fort Bend County
ETC	Electronic Toll Collection (ETC) is a technology that allows for electronic payment of tolls. An ETC system is able to determine if a car is registered in a toll payment program, alerts enforcers of toll payment violations, and debits the participating account. With ETC transactions can be processed while a vehicle travel at near highway cruising speed
Exempt Vehicle	An Exempt Vehicle List (containing license plates) is maintained so that vehicles, in accordance with the FBCTRA non-revenue policy, are allowed non-revenue access
FIFO	First In First Out
Fingerprint	Digital composite of the rear of the vehicle
Flagrant Violators List	A VPC managed list comprised of vehicles that owe \$1,000 or more in tolls and penalties. The Flagrant Violators List will be downloaded daily to the host system, and used to alert authorities of vehicles traveling on the toll road
FTVN	Final Toll Violation Notice – a final violation prepared and sent to a toll violator that includes itemized payment obligations and a requirement for payment after the toll violation notice (TVN) is not addressed
GAAP	Generally Accepted Accounting Principals
Good Standing	Complying with applicable FBCTRA agreement and/or policies
HCTRA	Harris County Toll Road Authority
Home Authority (HA)	An Authority that issues transponders to customers, owns and manages accounts

ICD	Interface Control Document—Describes the relationship between two components of a system in terms of data items and messages passed, protocols observed, and timing and sequencing of events. For example, an ICD may describe the interaction between a user and the system, a software component, and a hardware device, or two software components. This type of document is typically used where complex interfaces exist between software components being developed by different teams
ITN	Initial Toll Notice – a notice prepared and sent to the registered owner of a vehicle that includes itemized payment obligations and a requirement for payment for tolls incurred and any administrative or invoice fees.
INTEROP	Interoperability implementation of AVI Tags between Home and Visited authorities
Interoperability Interlocal Agreement	The Interoperability Interlocal Agreement to which these Interoperability Business Requirements are attached
Invalid Tag	The transponder associated with an account that has been terminated or suspended
Interoperable Authority	An agency, company, or other business entity that must comply with the Interoperability Business Requirements and ICDs and be party to an agreement that allows for the settlement of interoperable transactions. This term is used when referring to either the Home or the Visited Authority
Interoperable Transaction	A Transaction created in a Visited Authority's toll lane either by a vehicle identifiable by a Transponder issued by a Home Authority or by a license plate on the Home Authority's TVL
Interoperability Business Requirements	Business rules established and modified by the TeamTX Interoperability Committee prescribing the methods and processes required to exchange toll transaction data between agencies
IOP HUB	The IOP HUB (or "interoperability HUB" ;) solution for interoperability utilizes a Service-Oriented Architecture (SOA) to exchange information efficiently and reliably between participating agencies. Within the IOP HUB architecture, a Service Provider is an Authority that operates and maintains a customer service center that issues AVI transponders for electronic payment of AVI transactions, such as toll road fees (tolls) and parking fees

I Toll	An image based transaction where a vehicles plate is associated with a valid customer account through a matching process using the TVL and LVL
IVR	Interactive Voice Response – A technology allowing a computer to interact with callers via a telephone keypad or by speech recognition without having to talk with a customer service representative
KTA	Kansas Turnpike Authority
License Plate Lookup	An application prepared by TransCore used to validate a license plate against the LVL and TVL where V indicates a customer in good standing with tag agency  V – Valid I – Invalid Z – Zero/Negative balance
License Plate Validation List (LVL)	A list of license plates in use by toll agencies to identify patron accounts managed by plate rather than transponder
Manual Pre-Payment	Voluntary violation payments made by customers in advance of issuing a violation notice
MOMS	Maintenance On-Line Management System. This system is used to monitor the entire CPC including all toll lane system from a remote location. Diagnostic information is displayed in real time and allows users to see the entire system from a central location
NTTA	North Texas Toll Authority
Origination-Authority	The name of the Authority creating the file. The Authority can be Service Provider, Subscriber or IOP HUB. The list includes:  IOP HUB, FBCTRA, CTRMA, HCTRA, TxTag, NTTA, OTA, KTA
OTA	Oklahoma Turnpike Authority
PCI Level	Payment Card Industry level of compliance in which a merchant who processes, stores, or transmits credit card information must maintain
Performance Audit	A set of controlled test procedures used for evaluating the system on an annual basis to ensure system reliability and accuracy has not degraded over time and that the system continues to satisfy the functional and performance requirements

Plate	A metal plate comprised of numeric or alphanumeric code affixed to a vehicle or trailer used for official identification purposes that uniquely identifies the vehicle
Plate Unreadable	A plate that during image review is not legible or decipherable
Plate Obstructed	A plate that during image review is not legible or decipherable due to an obstacle blocking the view of the plate in the image
Plate Unmatched	A plate that during the I-Toll process is unmatched to a valid customer account found on the TVL
Posted	Match a transaction to a Home Authority account and deduct the corresponding toll
Proof of Rental or Lease	A physical or electronic contract document covering the Vehicle with the name and address of the lessee clearly legible (on the date of a transaction)
Proof of Transfer	A physical or electronic document covering the Vehicle with the name and address of the new owner clearly legible (on the date of a transaction)
Reconciliation	The process whereby a Home Authority and a Visited Authority resolve any discrepancies in arriving at Final Settlement
Region of Interest	A select subset of the image of a vehicle's license plate
Registered Owner	The owner of a vehicle as shown on the Vehicle Title Registration records of the Texas Department of Motor Vehicles or the analogous department or agency of another state or country
Revenue Category	Type of revenue collected i.e. ETC, I-Toll, violation, collections, fees, payment plan
Revenue Source	The organization providing the revenue
Statewide Interoperability Network	A data communications structure that allows one Interoperable Authority to exchange data directly with multiple other Interoperable Authorities
Statewide Interoperability Committee	The Interoperability Committee comprised of representatives of all Interoperable Authorities to formulate and serve as the custodian of all interoperability business rules, interoperability information control documents, and interoperability standards applicable to interoperable toll authorities and to be responsible for evaluating any proposed amendment to such rules, documents and standards

System Host	Central processing center acting as conduit to external systems as well as the location for central configuration, MOMs and trip matching logic
System Requirements	A list of all the technical and functional requirements needed in order for the system to operate
Tag	See "Transponder"
Tag Validation List (TVL)	A comprehensive list of transponders issued by each interoperable Authority, as specified in the ICDs. A list of tag status changes since the last Tag Validation List Update or Tag Validation List. Note: The Visited Authority may apply the updated list to the most recent complete Tag Validation List in order to have a current list
TeamTX	The Transportation and Expressway Authority Membership of Texas (TeamTX), a Texas nonprofit corporation whose organizational purposes include the promotion of the common business interests of those engaged in or associated with the development, ownership, operation, financing, and planning of limited access expressways, toll roads, tunnels and bridge facilities within Texas
Toll	Commissioners Court's approved charge for using the Toll Roads imposed under Texas Transportation Code, § 284.069
Toll Road	Any or all the roads made part of the Fort Bend Grand Parkway Toll Road system and the Fort Bend County Toll Road System
Toll Schedule	A schedule that defines the days and times for which certain toll rates will be charged to customers using the toll road
Toll Violation Notice	A document containing a vehicles registered owners information including said vehicles toll violations and related penalties that is mailed out in an attempt to collect unpaid tolls and fees
Transaction	An electronic record of the passage through an Authority's toll lane by a vehicle
Transaction Host	A central processing unit storing toll data from the tolling lanes and exchanging this information with the Interoperable HUB and the VPC
Transponder	A device placed on or within a motor vehicle that is capable of transmitting or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes

Transponder-Based Transaction System	An electronic toll collection system that employs Transponders as the primary means of toll collection
Trip	Multiple toll transactions for a single valid electronic toll transponder occurring within a specific time frame on a specific road in the Fort Bend toll facilities sent to the CUSIOP HUB as a single transaction
TxDOT-TOD (TxTAG)	Texas Department of Transportation – Toll Operations Division
TVN	Toll Violation Notice – a violation prepared and sent to a toll violator that includes itemized payment obligations and a requirement for payment
Vehicle Fingerprinting	Fingerprint technology identifies vehicles using more than the license plate. Various features of the surrounding area can also be captured
Visited Authority	Any Authority, or its designated representative, that is not the customer's Home Authority. The Visited Authority is the entity where the transactions occur and that creates and sends the transactions to the Home Authority. The Visited Authority responsible for paying the Transaction Fee to the Home Authority
Violation Account	An account created on the VPC system containing the registered owner and vehicle information, used to track tolls and penalties associated with the owner and vehicle
Violation Event	A failure or refusal to pay a Toll, in part or in full, required by operation of a vehicle on a Toll Road
Valid Transponder	Valid Transponder (Tag) – a transponder that may be used for payment of toll from a Home Authority
VES	Violation Enforcement System - System to assist in the enforcement of toll violations using Automatic Vehicle Classification (AVC) activated by Lane Controller. VES subsystem captures images of the vehicle as it travels through the lane. Images are saved based on the logic and rules of the Authority: single image, multiple images, front plate and rear plate. VES controller sends violation image to Violation Image Server
VPC	Violation Processing Center - Facility used to process toll violations and supporting functionality including customer service, image review, and collections

VRO	A Violation Reversal Offer allows first time violators the ability to waive select penalties associated with a Toll Violation Notice on the basis they sign up for a new tag account
Waiver	A relinquishment of violation administrative fees the County is authorized to charge under § 284.069, § 284.0701 or § 284.202, Texas Transportation Code

## 2. General Requirements

This document establishes the Fort Bend County Toll Road Authority (FBCTRA) business requirements. These requirements are the minimum with which FBCTRA will comply.

**GBUS-1:** As an Interoperable Authority FBCTRA established a system that enables a Customer to use their Interoperable Toll Account to pay tolls without the need to take any further action regarding that Account or the associated Transponders

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**GBUS-2:** There is a one-to-one relationship between a Transponder and a vehicle. Transponders are vehicle specific

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**GBUS-3:** Electronic toll collection equipment used by FBCTRA shall conform to standards approved by the Statewide Interoperability Committee in order for all Transponders to be read by all Interoperable Authorities

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**GBUS-4:** FBCTRA will exchange data via the Statewide Interoperable Network and comply with all interoperability requirements agreed upon by the Statewide Interoperability Committee, including, but not limited to, the Interoperability Business Requirements and the ICDs

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**GBUS-5:** FBCTRA shall provide time synchronization to the common universal time source NIST and shall ensure that all components of its system are time-synchronized. System time shall be displayed in Central Standard Time

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**GBUS-6:** FBCTRA shall recognize only one Home Authority for each Transponder in operation. The Authority that issues the Transponder shall be the Home Authority

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**GBUS-7:** A transponder must be active at the time of toll transaction occurring in order for a toll transaction to post against the transponder

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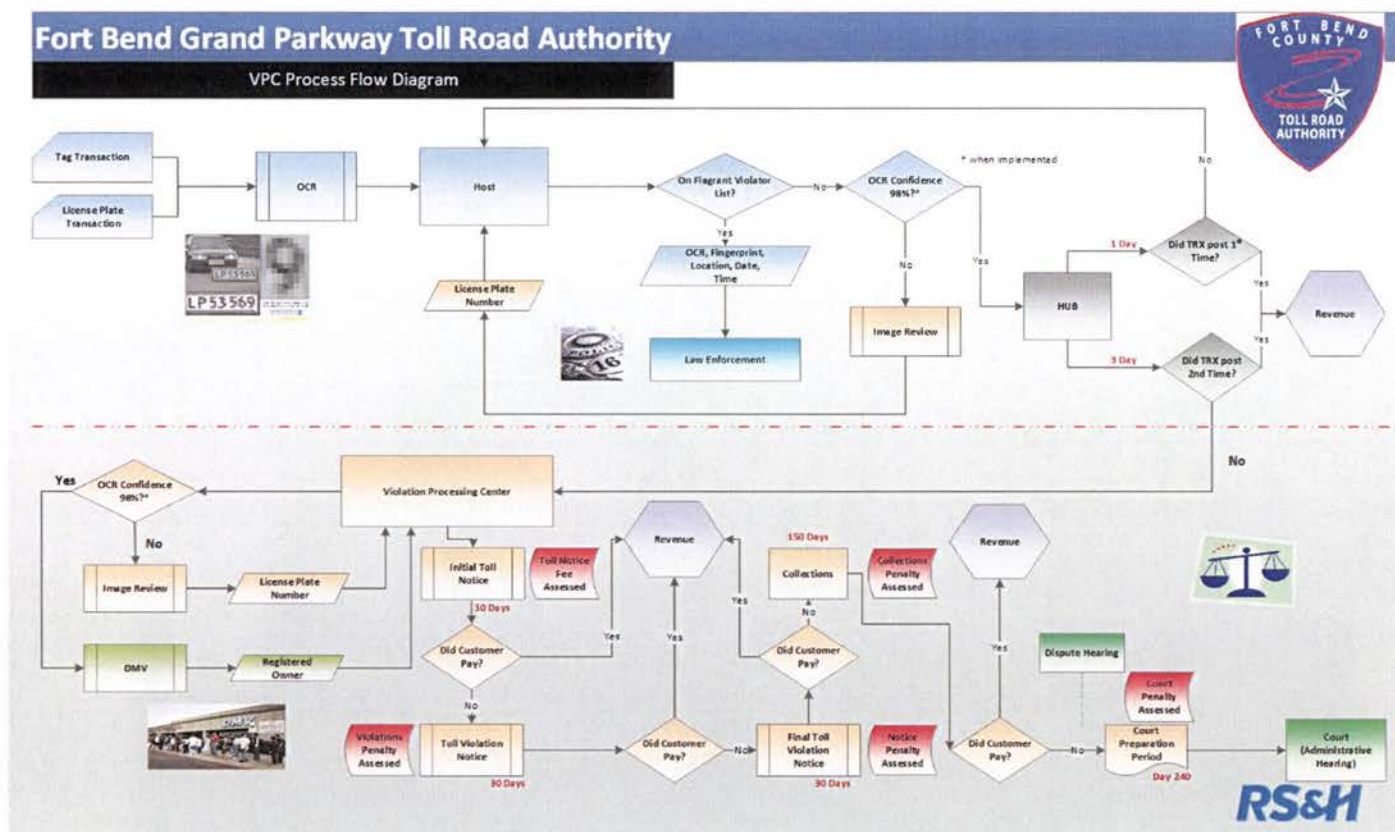
## 3. Specific Requirements

This document focuses on the business requirements. These requirements are the minimum with which FBCTRA will govern its operations.

### 3.1 Business Requirements

High level transaction flow for FBCTRA:

Figure 1: Transaction Flow Diagram



### 3.1.1 General

**GEN-1:** Vehicle classification will be based on vehicle axle count. Vehicle classification will be as follows:

Table 2: Classification Structure

<= 2 axles	Number of axles on a class 2 vehicle
3 axles	Number of axles on a class 3 vehicle
4 axles	Number of axles on a class 4 vehicle
5 axles	Number of axles on a class 5 vehicle
>= 6 axles	Number of axles on a class 6 vehicle

**GEN-2:** At least one (1) front and two (2) rear images will be saved for each vehicle in the lane

**GEN-3:** If multiple Transponders are read in the lane for one (1) vehicle, the first valid Transponder is picked as the Transponder to charge. All other Transponder reads are recorded but not processed as a transaction

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**GEN-4:** The toll rate to be charged when the lane is closed is \$0.00

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**GEN-5:** Transactions with an assigned toll rate of \$0.00 will not be sent to the VPC

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**GEN-6:** Transponder reads that cannot be associated with a vehicle are recorded as a spurious tag read but not processed as a transaction

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**GEN-7:** Transactions sent to the VPC from the CPC that do not have an associated image will be rejected as "NO\_IMAGE" after a configurable number of days (default 30). Transactions that are rejected as "NO\_IMAGE" will be retained within the VPC system and reported on

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### 3.1.2 CPC Host to IOP HUB Processing

**HP-1:** Transactions received back to the CPC host from the IOP HUB with a posting code of "I" (Invalid Transponder) will be forwarded on to the VPC for further processing

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**HP-2:** Transactions received back to the CPC host from the IOP HUB with a posting code of "D" (Duplicate transaction) will NOT be forwarded on to the VPC for further processing

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**HP-3:** Transactions received back to the CPC host from the IOP HUB with a posting code of "T" (Transaction type not found) will be resubmitted to IOP HUB then forwarded on to the VPC for further processing if cannot post at HUB

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**HP-4:** Transactions received back to the CPC host from the IOP HUB with a posting code of "C" (Transponder not found in IOP HUB) will be forward on to the VPC for further processing

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**HP-5:** Transactions received back to the CPC host from the IOP HUB with a posting code of "N" (Not posted) will be resubmitted to IOP HUB then forwarded on to the VPC for further processing if cannot post at HUB

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**HP-6:** Transactions received back to the CPC host from the IOP HUB with a posting code of "S" (System or communication error) will be resubmitted to IOP HUB then forwarded on to the VPC for further processing if cannot post at HUB

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**HP-7:** Transactions received back to the CPC host from the IOP HUB with a posting code of "O" (Transaction is too old) will NOT be forwarded on to the VPC for further processing

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**HP-8:** Any transaction received by the VPC with a disposition of being unable to post will bypass the TVL lookup process and proceed thru to the violation process

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**HP-9:** Transactions with a disposition of "Posted" from the IOP HUB will not be processed further

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**HP-10:** Transactions can be resubmitted to the IOP HUB for thirty (30) days. After unsuccessful attempts, all transactions will be forwarded onto the VPC for additional processing

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**HP-11:** The amount of time the CPC host should wait for a transaction reconciliation file from the IOP HUB is twenty-four (24) hours. Once twenty-four (24) hours has been reached, the CPC vendor should alert FBCTRA of a potential problem

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**HP-12:** Tolls that are posted to customer accounts through use of the IOP HUB will be posted at the rate applicable to the location and time where the transaction event occurred

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**HP-13:** A transaction (AVI transaction & I-TOLL transaction) will be deemed a non-enforceable customer obligation if it fails to post after thirty (30) days due to: Technical error (e.g. system malfunction, connectivity, etc.), or Hardware error (e.g. power supply interruptions), or Process failures, and it is approved as a no-fault condition by FBCTRA

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**HP-14:** Transponder/Plate accounts associated with an interoperable agency will be processed through the IOP HUB. Transponders that are not associated with an interoperable agency will be saved on the CPC Host and reportable

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### 3.1.3 CPC Host

**SH-1:** The toll system components in the travel lanes shall communicate with the toll system CPC host to receive tag status, fare schedules, flagrant violation alert lists, etc., in the format required by either FBCTRA or the IOP HUB. The toll system components shall communicate with the toll system CPC host to send all transaction data for both ETC and image transactions in the format required by either FBCTRA or the Interoperability Business Rules

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**SH-2:** The toll system CPC host will be capable of processing the data compiled by the toll system in the travel lanes, processing the data to and from the IOP HUB (meeting the Interoperable Business Rules and ICD requirements), and providing the system's standard reports and the reports required by FBCTRA

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**SH-3:** The CPC host shall communicate with the Central US IOP HUB to exchange transaction data between agencies, for the collection of revenue, and for revenue reconciliation in the format required by either FBCTRA or Interoperability Business Rules

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**SH-4:** The toll zone computer system shall be capable of operating for a minimum of thirty (30) days without connection to the CPC host (Host), and shall store all transactions and image data in the tolling zone computer system for transfer when communication is reestablished

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**SH-5:** Maintenance On-Line Management System (MOMS) alert email messages shall be transmitted to FBCTRA

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**SH-6:** The flagrant violators list will be created by the VPS and maintained by the CPC host. The flagrant violator list will be downloaded to the tolling zone system daily and incrementally as needed

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**SH-7:** The VPC host shall communicate with the CPC host in the format required by the FBCTRA VPC ICD

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**SH-8:** The toll system CPC host will be capable of processing the data from the IOP HUB and providing a report on transactions that did not post

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### 3.1.4 Transaction Processing

**TP-1:** ETC transactions will be transmitted to the CUSIOP HUB or another toll agency's back office for processing based on the tag read by FBCTRA toll system

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**TP-2:** All tolling zone components are required to run independently of each other recording toll transactions as they occur

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**TP-3:** For every vehicle the system shall record the measured classification for the vehicle

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**TP-4:** The system shall not separate a single vehicle or a vehicle towing a trailer or trailers into multiple vehicle transactions

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**TP-5:** The system shall accurately classify vehicles by axle under all weather and ambient light conditions during periods of peak and off-peak travel times in compliance with the performance requirements established by FBCTRA

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**TP-6:** The CPC systems shall store all AVI transaction data for a period of one (1) year, all AVI images for a configurable number of days (default 45), and all violation transaction data and images for a period of two (2) years. The VPC will store all violation transaction data and images for a period of two (2) years

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**TP-7:** The lane system will capture a digital image of the front license plate of the vehicle

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**TP-8:** The lane system will capture a digital composite of the rear of the vehicle including the vehicle's license plate and various features of the surrounding rear portion of the vehicle to be used for violation processing

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**TP-9:** The CPC will transmit the front digital image to law enforcement upon OCR match with the flagrant violators list

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**TP-10:** The VPC shall archive all posted ITOLL transaction images after a configurable number of days (default 60) from the associated transaction date

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### 3.1.5 Toll Rates

**TR-1:** All ETC Transactions are assessed a single flat rate (Tag Rate) at the respective toll locations. All transactions that require image review are assessed a single flat rate (Non-Tag Rate) at the respective toll locations. Higher rates are charged to vehicles with three (3) or more axles

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**TR-2:** A vehicle performs a "trip" if it performs multiple transactions within a single calendar day for a specific road on the same valid transponder. If a transaction is found to be part of a trip, the CPC will allocate an established toll for each transaction within the trip

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**TR-2.1:** The system will calculate a trip first by recognizing a second transaction for the same valid transponder within the specific parameters.

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**TR 2.2:** The system will recognize the first transaction as the entry point of the trip and the last transaction within specific time frame as the exit point of the trip.

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**TR 2.3:** The system will provide for multiple trips for a single transponder within a calendar day. No trip will carry over into the next calendar day. No trip will span more than one roadway.

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**TR 2.4:** The system will transmit each set of trip transactions to the Central US IOP HUB as a single toll transaction for processing by Home agency holding that account.

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**TR 2.5:** The system will provide a breakdown of the transactions comprising a trip that includes the date, time of day, classification toll amount and location of each toll. A single transponder can have different vehicle classifications within the same trip.

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**TR2.6:** Multiple transactions for a transponder at a single location can be included within a trip. Multiple transactions for a single location must occur a minimum of 5 minutes apart from the prior transaction.

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**TR 2.7:** Trips will be calculated only for valid electronic toll transponder transactions. License plate transactions will not be included within a trip.

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**TR2.8:** Exempt vehicles will not be included in trip calculations

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**TR-3:** The lane system will submit each trip to the IOP HUB for processing. If rejected, the lane system will adjust the toll rate for each rejected transaction to the standard rate and submit to the VPC for violation processing

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**TR-4:** No transaction will be submitted to the VPC with an associated reduced toll rate

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**TR-5:** Separate toll rates will be charged for 2, 3, 4, 5 and 6 or more axle vehicles

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**TR-6:** A list of exempt vehicles will be provided to the CPC host and VPC. If the CPC host or VPC sees a license plate from this list, the transaction will not get processed. Exempt vehicles include but not limited to:

1. Marked police
  2. Fire department
  3. School buses
  4. Authorized Emergency Vehicles
  5. Disabled Veteran, Purple Heart, Legion of Valor Registered Plates
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**TR-7:** The toll system will be capable of handling three (3) fare tables. These fare tables will include a "Tag Rate" table, a "Non-Tag Rate" table, as well as an "Exempt Tag Rate" table

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### 3.1.6 Interface Control Documents

**ICD-1:** Processing the data to and from the IOP HUB and VPC will be accomplished in accordance with either/or the Central US Interoperability Agreement or other FBCTRA established ICD requirements

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**ICD-2:** Fort Bend County Toll Road Authority and its toll system shall comply with all interoperability requirements and business rules established by the Statewide Interoperability Committee including, but not limited to, the Interoperability Business Rules, ICD's, and amendments issued. For the purpose of interoperability, the FBCTRA will act as a Visited Authority

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**ICD-3:** The FBCTRA system shall maintain a history of the Tag Validation Lists (TVL) as required in the ICD. Each Tag Validation List shall include the ability to include a second license plate with each transponder

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**ICD-4:** The FBCTRA system shall maintain a history of the License Plate Validation Lists (LVL) as required in the ICD

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### 3.1.7 Toll System Reporting

**SR-1:** FBCTRA and its vendors shall develop and maintain reports for the reconciliation of revenue from Interoperable Authorities for use in comparing the systems reported transactions and revenue with the Statewide Interoperable Network Reports received. At a minimum the report will provide:

1. Transaction number
  2. Tolling point (location)
  3. Transponder number or license plate
  4. Date and time (hour, minute, second)
  5. Disposition status/explanation
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**SR-2:** Standard reports defined by FBCTRA will be used to manage toll facility operations and consist of reports detailing performance in the following areas:

1. System Maintenance
2. System Integrator Performance Reporting
3. Revenue
4. ETC transactions
5. Trips
6. Image transactions
7. Daily, monthly, and yearly transactions by lane, class, revenue
8. Code-offs by lane and plaza, day, month

9. Image tolls by lane and plaza, day, month
  10. OCR performance report
  11. Violation Processing
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**SR-3:** Maintenance and Spare Parts Inventory reports shall be provided on a monthly basis. FBCTRA shall also have access to these reports via the MOMS

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### 3.1.8 Toll System Maintenance

**SM-1:** FBCTRA shall develop a preventive maintenance schedule designed to ensure the System maintains the performance and availability requirements set forth in this document

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**SM-2:** FBCTRA shall schedule and perform preventative maintenance in accordance with manufacturers' suggested procedures and performance intervals, and experience accomplished specifically to prevent faults from occurring. Preventative maintenance may include, but not be limited to, testing, measurement, adjustment, cleaning, and parts replacement

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**SM-3:** FBCTRA shall continually track and analyze equipment failure and degradation rates in order to predict and modify maintenance service schedules. This analysis shall be based on both the manufacturer's data and historical data accumulated during the maintenance period

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**SM-4:** A Maintenance Service Manual shall provide complete detailed technical descriptions of maintenance operations including, but not limited to, the following:

1. Preventive maintenance schedule
  2. Troubleshooting techniques
  3. Corrective measures, both temporary and permanent
  4. Maintenance techniques
  5. Location and availability of support services for all major components
  6. Point-to-point component wiring schematics and logic signal flows
  7. Assembly and disassembly drawings, including exploded view drawings
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**SM-5:** On an annual basis beginning within thirty (30) days of the Maintenance Anniversary, the FBCTRA shall conduct a third party performance audit for each operational Tolling Zone to verify that system reliability and accuracy has not degraded over time, and the System continues to satisfy the functional and performance requirements that are presented in the RFQ documentation and all other Agreements

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**SM-6:** FBCTRA shall develop a Maintenance On-Line Management System (MOMS) for all Project Segments. The MOMS shall allow for monitoring and reporting of equipment failures within the entire set of Tolling Zones

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## 3.1.9 Violation Processing Center

### 3.1.9.1 General

**VPC-1:** The VPC will accommodate processing customer service functions relative to violations through the following interfaces:

1. Call Center
  2. Web Site
  3. Fax (Available upon request)
  4. I.V.R.
  5. E-mail
  6. Standard Mail
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**VPC-2:** Upon the initial violation transaction, the VPC shall create a violation account sorted by the license plate number and identifying the registered owner's name as provided by the DMV or through skip tracing. All subsequent violations for that license plate must be posted to this account. Violations will be tracked by account, name and license plate number

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**VPC-3:** The VPC will support Non-Revenue FBCTRA Accounts. A Non-Revenue Account will be established for a person or organization, which is approved for non-revenue status by the FBCTRA Administration. Authorized emergency vehicles are exempt from paying tolls

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**VPC-4:** Any class vehicle can be assigned to a Non-Revenue Account

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**VPC-5:** The VPC system application will provide operational and financial reports as shown within the Requirements Definition Document

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**VPC-6:** The Violation Processing Center will operate:

- Monday – Friday 8am to 5pm
  - IVR and website will be functional 24 hours / 7 days a week
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### 3.1.9.2 Proof of Violation Event

**VPC-7:** Proof of a Violation Event may be a video recording, photograph, electronic recording, or other appropriate evidence

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### 3.1.9.3 Registered Owner

**VPC-8:** The registered owner of the vehicle must pay a separate Toll, Administrative Fees, and if appropriate Court Fee for each Violation account

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**VPC-9:** The registered owner of the vehicle is responsible for paying the toll and any applicable invoice fees

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**VPC-10:** A registered owner of the vehicle who fails to pay the toll and administrative fee on a Toll Violation Notice by the Notice Due Date is subjected to escalation of the account

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**VPC-11:** In the case of multiple vehicle owners on the registration, the Violation Notice will be sent to the first owner listed

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**VPC-12:** Plate number for candidate violations shall be passed to the relevant vehicles registration interface to obtain registered vehicle owner information and vehicle information. A minimum of ten (10) States Vehicle Registration Data interfaces, including Texas, shall be used for obtaining vehicle registration data and the placing of vehicle registration holds, where permitted

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**VPC-13:** If a V-Toll cannot be posted to a Tag Account, the violation license plate information will be forwarded electronically to the Department of Motor Vehicles (DMV) to obtain the vehicle's registered owner's name and address

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#### 3.1.9.4 Transaction Processing

**VPC-14:** Prior to submission to the VPC for processing, transactions with valid tags listed on the TVL will be sent to the IOP HUB where multiple attempts, if needed, will be made to post transactions to customer accounts within thirty (30) days

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**VPC-15:** Prior to submission to the VPC for processing, transactions with valid license plates listed on the LVL will be sent to the IOP HUB where multiple attempts, if needed, will be made to post transactions to customer accounts within thirty (30) days

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**VPC-16:** When a Violation Status File is packaged for transmission; the sender must construct the File Header so that it contains all of the required fields listed in *FBCTRA VPS ICD*

---

#### 3.1.9.5 Violation Processing

**VPC-17:** All transactions that are unable to be posted to customer accounts through the IOP HUB will be returned back to the CPC host where they will be forward on to the VPC for processing

---

**VPC-17.1:** All trip transactions that are unable to be posted to customer accounts through the IOP HUB will be processed by the VPC as individual transactions

---

---

**VPC-18:** Violation files will be sent from the CPC host to the VPC every four (4) hours for processing

---

**VPC-19:** The VPC shall update and maintain a Flagrant Violations List. Violators who owe \$1,000 or more in tolls and fees will be added to the list

---

**VPC-20:** The VPC shall update the Flagrant Violations List to place vehicles into a “prohibited vehicle” status when notified by FBCTRA

---

**VPC-21:** Prior to creating a violation notice, license plate images matched to the TVL without a disposition code of “I”, “V”, or “C”, will be sent to the IOP HUB and attempt to be posted to valid customer account as many times in thirty (30) days through a license plate matching process known as I-Tolling

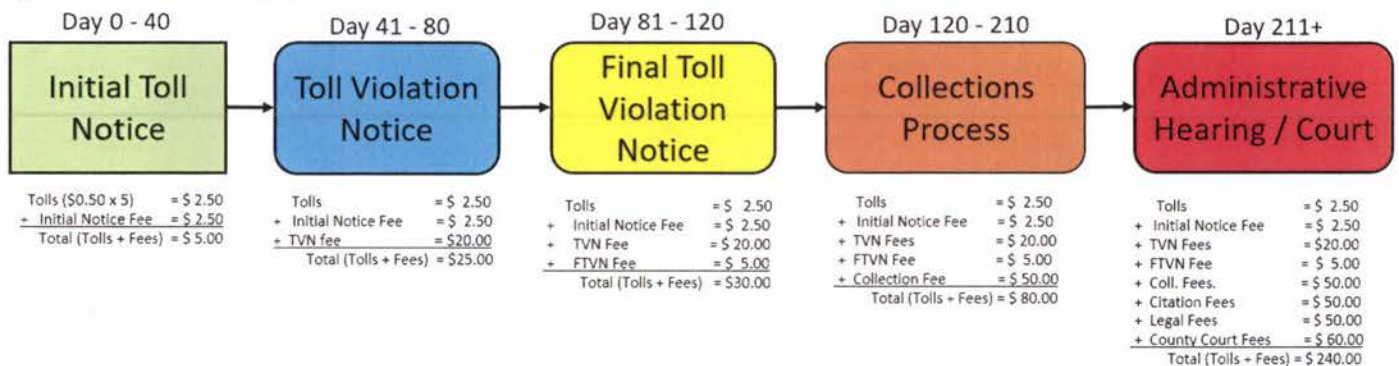
---

**VPC-22:** The Toll system will attempt to post an I-Toll transaction(s) to a TVL/LVL account. If the transaction(s) cannot be posted within thirty (30) days, it will continue through the violation process

---

### 3.1.9.6 Initial Toll Notice

Figure 2: Toll Notice Lifecycle



**VPC-23:** The VPC shall create an Initial Toll Notice (ITN) to include all transactions for a given license plate during a specified period of time (default 10 days) that has a minimum number of transactions (default 5 transactions)

---

**VPC-24:** Each ITN will be assessed a default Initial Toll Notice fee (default \$2.50).

---

**VPC-25:** An event may be invoiced for up to 365 days if/when required data becomes available based on the latest occurrence

---

**VPC-26:** An event is deemed a non-invoice event after 365 days of occurrence

---

**VPC-27:** An Initial Toll Notice may only be closed with a zero (\$0) balance

---

**VPC-28:** An Initial Toll Notice will include the registered owner's name

---

**VPC-29:** An Initial Toll Notice will include the registered owners address. In the event of a skip trace, the new address will be used

---

**VPC-30:** An Initial Toll Notice will include outstanding events. Each event will include:

1. Date
  2. Time
  3. Location (lane, plaza)
  4. Classification
  5. Toll amount
  6. Initial Notice Fee
  7. Administrative Fee
  8. FTVN Fee
- 

**VPC-31:** An Initial Toll Notice will include an image of the vehicle and region of interest for each vehicle

---

**VPC-32:** The VPC will utilize a skip trace for notices that are returned in the mail

---

**VPC-33:** An Initial Toll Notice will include trespassing language per Texas Transportation Code 284.202

---

**VPC-34:** Enforcement will be conducted in accordance with State Statutes and Government Code of the state of Texas (Transportation Code)

---

**VPC-35:** An Initial Toll Notice will include all associated fees

---

**VPC-36:** A written Initial Toll Notice must be sent by first class mail to the registered owner of the vehicle at their address on file with DMV or the address provided by skip tracing

---

**VPC-37:** Initial Toll Notice due date for payment will be no sooner than thirty (30) days from the date the Notice was mailed

---

**VPC-38:** Should DMV data for a license plate prove to be inaccurate, FBCTRA reserves the right to perform skip tracing

---

**VPC-39:** VPC will send an Initial Toll Notice to the address provided by a former Vehicle Owner within thirty (30) days of receiving Proof of Transfer of ownership

---

**VPC-40:** Aging of the Notice will be based on the date the Notice was mailed

---

**VPC-41:** Each Initial Toll Notice will contain only one (1) license plate number, regardless of the number of accounts associated with the same customer

---

### 3.1.9.7 Toll Violation Notice

**VPC-42:** The Toll Violation Notice will be issued when the Initial Toll Notice has gone unpaid for thirty (30) days plus a 10 day grace period

---

**VPC-43:** Each Toll Violation Notice will be assessed a default administrative fee (default \$20)

---

**VPC-44:** A Toll Violation Notice will include all associated administrative fees

---

**VPC-45:** Follow guidelines VPC-25 – VPC-41

---

### 3.1.9.8 Final Toll Violation Notice

**VPC-46** The Final Toll Violation Notice (FTVN) will be issued when the Toll Violation Notice has gone unpaid for thirty (30) days plus a 10 day grace period

---

**VPC-47:** Each Final Toll Violation Notice will be assessed a default administrative fee (default \$5)

---

**VPC-48:** Follow guidelines VPC-25 – VPC-41

---

**VPC-49:** If a notice remains unpaid after the FTVN period, it will then escalate to a collection agency for further processing

---

### 3.1.9.9 Fees

**VPC-50:** FBCTRA will charge an Initial Toll Notice Fee. This fee will be a flat rate per ITN established by FBCTRA (default \$2.50 per ITN)

---

**VPC-51:** FBCTRA will charge an Administrative Fee. This fee will be a flat rate per TVN established by FBCTRA (default \$20 per TVN)

---

**VPC-52:** FBCTRA will charge a Final Notice Fee. This fee will be a flat rate per FTVN established by FBCTRA (default \$5 per FTVN)

---

**VPC-53:** FBCTRA will charge a collection fee for all accounts entering collections.

---

**VPC-54:** FBCTRA will charge Court fees for all violations entering the Administrative Hearing Process. These fees will be an Administrative Hearing Fee of \$50, a Citation Fee of \$50, and a County Hearing Fee of \$60. Total fees for violations entering the Administrative Hearing Process will equal \$160. The Administrative Hearing officer can also assess a fine up to \$500

---

**VPC-55:** Penalties can only be waived by authorized VPC personnel in accordance with criteria approved by FBCTRA

---

**VPC-56:** A customer can contest the imposition of a fee or toll violation charge in writing, or by contacting the VPC. Some circumstances may require the submission of written documentation

---

### 3.1.9.10 Image Review

**VPC-57:** Non valid ETC transaction images will be reviewed for license plate number and state identification

---

**VPC-58:** All transactions with a combined OCR confidence value of greater than 98% will not require any human image review

---

**VPC-59:** All transactions with a combined OCR confidence value of less than 98% will be sent from the CPC host to the VPC for manual image review

---

**VPC-60:** All transactions with a combined OCR value between 90% and 98% will only require one (1) human review as long as the review matches the provided OCR value. A second human review will be required if the human review and OCR plate value are not the same value

---

**VPC-61:** All transactions with a combined OCR confidence value of less than 90% will require two (2) equivalent human review matches (double blind) before leaving the review process. A third image review will be required if the first two entries do not match

---

**VPC-62:** Images rejected during the review process will be categorized and reported to FBCTRA

---

**VPC-63:** Images that are unreadable will be designated with one (1) of the following code off values:

- |                                       |  |
|---------------------------------------|--|
| 1. Blurry/bright/dark/corrupted image | 6. Paper Plate                                 |
| 2. Camera out of alignment            | 7. Out of Country                              |
| 3. Obstructed / partial view of plate | 8. Trailer                                     |
| 4. No image / plate/ vehicle          | 9. Emergency vehicle/school bus/government     |
| 5. No ROI                             | 10. Disabled Veteran/Purple Heart/Legion Valor |
- 

**VPC-64:** Images that have had three (3) unsuccessful matches shall be given code off value 4 and removed from the image review queue

---

**VPC-65:** After image review, transactions that have been designated as "code off" will not be pursued further

---

**VPC-66:** The VPC should wait seven (7) days for a disposition from image review before alerting FBCTRA of a potential problem

---

### **3.1.9.11 Toll Violation Notice Payments**

**VPC-67:** Prepayments of a toll event becoming a violation may be made through the VPC. The VPC will collect only the toll amount for each transaction. The VPC will not collect any fees for prepayments

---

**VPC-68:** Prior to collections, a Toll Violation Notice payment shall be applied to the outstanding balance in the following order:

1. Non-Sufficient Funds Fee
  2. Toll Fee
  3. Initial Toll Notice Fee
  4. Toll Violation Notice Fee
  5. Final Toll Violation Notice Fee
- 

**VPC-69:** The priority for applying payments must be able to be changed if necessary

---

**VPC-70:** Post collections, a Toll Violation Notice payment shall be applied in the following order:

1. As specified by the adjudication settlement, or, in the absence of an adjudication settlement
  2. As specified by the County Attorney's Office, or, in the absence of County Attorney specification
  3. As specified by the Collections settlement, or, in absence of a Collections settlement
  4. As specified by pre-Collections defined payment application
- 

### 3.1.9.12 Payments

**VPC-71:** The following forms of payment will be accepted for violation payments:

1. Credit Card
    - a. Visa
    - b. Master Card
    - c. American Express
    - d. Discover
  2. Debit Card (PIN-less)
    - a. Visa
    - b. Master Card
  3. ACH
  4. Money Order
  5. Cashier's Check
  6. Check
  7. Cash (at retail locations only)
- 

**VPC-72:** A Customer may make payment for an outstanding ITN, TVN, or FTVN with a valid credit card in the following ways: over the telephone (talking with the IVR or CSR), by the internet, by mailing a completed Notice Payment form, or in person at retail locations

---

**VPC-73:** Partial payments for ITN, TVN, or FTVN will not close-out the Notice

---

**VPC-74:** Checks returned to the VPC from the bank due to insufficient funds will be assessed a return check fee (default \$25). The ITN, TVN, or FTVN will be restored to "open" status and collection activity will be resumed

---

**VPC-75:** Violations will be paid on a first in first out (FIFO) basis

---

**VPC-76:** Checks that are returned to the VPC from a bank due to insufficient funds may be turned over to collections for collection of the check amount plus the applicable fee. The VPC will apply the NSF fee upon check bounce due to insufficient funds and the TVN will escalate to Collections after a pre-determined number of days (default 75) from the mailing date

---

**VPC-77:** The VPC shall attempt to match manual toll payments to un-invoiced transactions prior to issuing a notice

---

**VPC-78:** Any adjustment of a payment requires supervisory/management approval

---

**VPC-79:** All payments will be posted to a toll violation event, ITN, TVN or FTVN whichever is applicable

---

**VPC-80:** All unapplied payments will be researched and applied or refunded

---

### **3.1.9.13      Payment Plan**

**VPC-81:** Payment plans will be made according to periodically established guidelines. Payment plans will not be offered for any notices prior to collections

---

**VPC-82:** Prior to a payment plan defaulting for failure to make payment, the VPC will follow the following steps:

- Fifteen (15) days after the payment plan payment due date, the VPC will send out the first notice warning that failure to make payment will result in the payment plan being in default
- Thirty (30) days after the payment plan payment due date, the VPC will send out a second notice warning that failure to make payment will result in the payment plan being in default

Violators who make payment on the payment plan prior to forty-five (45) days from the payment due date will remain in good standing. Violators who do not make payment prior to forty-five (45) days of the payment due date will default on said payment plan. Accounts who have defaulted on a payment plan will not be allowed back into a payment plan

---

**VPC-83:** Upon payment plan default, the default terms outlined in the agreement shall apply and additional penalties may be assessed

---

**VPC-84:** A payment plan may be requested on monies due to FBCTRA in excess of \$200 or more

---

**VPC-85:** A customer must agree to the terms of a Payment Plan Agreement in order to enter into a payment plan

---

**VPC-86:** A customer may only enter a payment plan once the Toll Violation Notice has entered into collections

---

**VPC-87:** A payment plan in progress shall immediately default if a violation event is recorded for the license plate. The remaining balance on the payment plan will be referred to collections. The violation event causing the payment plan to be in default will be handled through the violation lifecycle

---

**VPC-88:** The duration of a payment plan may not exceed six (6) months for monies owed to FBCTRA up to \$500 or at discretion of court attorney

---

**VPC-89:** The duration of a payment plan may not exceed nine (9) months for monies owed to FBCTRA greater than or equal to \$501 unless specified differently at court hearing

---

**VPC-90:** Upon payment plan default, the remainder of the payment plan will enter into collections and the violation process will resume

---

**VPC-91:** Upon creation of a payment plan, the CSR will send out the terms and conditions in order to obtain a customer's signature

---

#### **3.1.9.14 Violation Adjustments/Waivers**

**VPC-92:** All violation notices are eligible for a violation adjustment and or waiver provided proper dispute documentation

---

**VPC-93:** If the account is in collections and it is decided that the notices were never received by the customer, the violator will be referred to the FBCTRA CSC to appeal. The violator can appeal by using the FBCTRA CSC website or by calling the FBCTRA CSC. Upon receipt of the required information, the violator will be placed in a hold status for determination of status.

---

**VPC-94:** FBCTRA reserves the right to dismiss any violation and any associated fee at its discretion within established guidelines

---

**VPC-95:** A violation can be dismissed if the registered owner of the vehicle provides written proof that the vehicle was sold or transferred to another party before the violation occurred. The registered owner must provide name and address of the person to whom the vehicle was sold or transferred so that the violation and associated fee(s) can be reassigned. A Bill Of Sale and a notarized affidavit from the registered owner will be required

---

**VPC-96:** A violation can be dismissed if the registered owner of the vehicle provides written proof that the vehicle was rented or leased to another party when the violation occurred. The registered owner must provide name and address of the person to whom the vehicle was rented or leased so that the violation and associated fee(s) can be reassigned. A copy of the lease/rental agreement and a notarized affidavit from the registered owner will be required

---

**VPC-97:** A violation can be dismissed if the registered owner of the vehicle provides written proof that the vehicle was stolen and the theft was reported to the appropriate law enforcement authority prior to the violation or eight (8) hours after the discovery of the theft, whichever is earlier. A copy of the police report and a notarized affidavit from the registered owner will be required

---

**VPC-98** A Registered Owner must show proof of rental, lease, or transfer within thirty (30) days of Toll Violation Notice issuance to be exempt from paying the toll, penalty or fee.

---

**VPC-99:** Authorized VPC personnel may waive penalties and fees in full or in part in accordance with criteria set forth by FBCTRA :

#### **Non-Collection disputes**

- 1) If a customer has a notice that **has not** escalated to collections and their account is in good standing ("G or B or V") on the license plate lookup application OR willing to open a tag account
  - a. Initial Toll Notice (day 0-40) – collect tolls; waive initial toll notice fee
  - b. Toll Violation Notice (day 41-80) – collect tolls & initial toll notice fee; waive TVN fees
  - c. Final Toll Violation Notice (day 81-120) – collect tolls, initial notice fee and FTVN fee, waive TVN fees
    - i. An account (plate) can have as many as three waivers in a 12-month period at any given stage prior to collections
- 2) If a customer has a notice that **has not** escalated to collections and their account is not considered as "G or B or V" on the license plate lookup application OR not willing to open a tag account
  - a. Initial Toll Notice (day 0-40) – collect tolls and initial toll notice fee
  - b. Toll Violation Notice (day 41-80) - Collect tolls & initial toll notice fee; advise customer to check with the host agency what the issue is then email [customerservice@fbctrcsc.com](mailto:customerservice@fbctrcsc.com) the updated tag statement along with the account page associating vehicle to tag. Could then waive TVN fees if prove to be in good standing. Note that the TVN fees will be outstanding until violator contacts the VPC.

- c. Final Toll Violation Notice (day 81-120) - Collect tolls, initial toll notice fee & final notice fee; advise customer to check with the host agency what the issue is then email [customerservice@fbtrcsc.com](mailto:customerservice@fbtrcsc.com) the updated tag statement along with the account page associating vehicle to tag. Could then waive FTVN fees if prove to be in good standing. Note that the TVN fees will be outstanding until violator contacts the VPC
  - i. An account (plate) can have as many as three waivers in a 12-month period at any given stage prior to collections

### **Collection disputes**

- 1) If a customer has a notice that **has** escalated to collections:
  - a. Collection agency is the only party who can negotiate unless notated by FBCTRA

---

**VPC-100:** Returned mail is not a sufficient reason on its own for violation dismissal

---

**VPC-101:** VPC will record the date it receives Proof of Rental, Lease, or Transfer from a registered Owner

---

**VPC-102:** VPC may transfer tolls and fees from a Registered Owner to a Vehicle Lessee

---

**VPC-103:** A Toll Violation Notice recipient who notifies the VPC that they are not liable for the notice charges will be sent the respective form to complete stating the reason and the required support to assign the violation to another party. The violation will be placed back into the violation lifecycle from the point in which their account was put on hold by the VPC as a result of being notified when proof of Rental or Lease, or proof of Transfer is not provided within fourteen (14) days of the VPC being notified. Failure to provide the necessary documentation within the fourteen (14) day window will exclude the individual from the hold process in the future

---

### **3.1.9.15 Overpayment**

**VPC-104:** Overpayments will be applied to the customer's account and used on the subsequent Toll Violation Notice

---

**VPC-105:** Customer accounts that have a positive balance for sixty (60) days will be issued a refund as long as the account balance meets or exceeds the minimum requirement as determined by FBCTRA (default \$5). If the minimum balance meets the threshold, a processing fee will be deducted from the balance and the remaining total will be mailed out to the customer

---

**VPC-106:** Customers who call and request a refund will be issued one within three (3) business days as long as the refund balance meets or exceeds the minimum requirement as determined by

FBCTRA. If the minimum balance meets the threshold, a processing fee will be deducted from the balance and the remaining total will be mailed out to the customer

---

**VPC-107:** Overpayments that do not meet the minimum required threshold for a return after six (6) months will be removed from the system

---

### 3.1.9.16 Collections

**VPC-108:** FBCTRA may pursue a debt until the debt is paid

---

**VPC-109:** Unpaid Toll Violation Notices referred to collections will be assessed additional fees as outlined in section 3.1.9.8.

---

**VPC-110:** The VPC will initiate collections when a Toll Violation Notice with a balance due is older than one hundred twenty (120) days from the Initial Notice mailing date

---

**VPC-111:** All unpaid violation balances will remain in collections for a period of thirty (30) days or until the debt is collected

---

**VPC-112:** The following forms of payment will be accepted for Notices in Collections:

1. Credit Card
    - a. Visa
    - b. Master Card
    - c. American Express
    - d. Discover
  2. Check
  3. Money Order
  4. Web
    - a. Credit Card
    - b. Electronic Check
- 

**VPC-113:** The Collection agency will operate:

- Monday – Thursday 8am to 8pm
  - Friday – 8am to 5pm
  - Saturday – 8am to Noon
  - Sunday – Closed
-

**VPC-114:** After unpaid balances have been in collections for thirty (30) days, the VPC will alert FBCTRA who will provide direction to either continue collection activities or pursue the administrative hearing process

---

**VPC-115:** Once a Toll Violation Notice has moved to Collections, only viewing and payment of a TVN may be performed; all other actions require authorized access with the exception of sending notices, outbound calling and skip tracing

---

**VPC-116:** Do not advance a violation to collections unless the violation balance is eligible for escalation to collections (inclusive of any tolls and / or fees) is greater than or equal to \$24

---

### **3.1.9.17 Court (Administrative Hearing)**

**VPC-117:** FBCTRA reserves the right to pursue violators to the fullest extent of the law, up to and including utilizing the state court system

---

**VPC-118:** FBCTRA may conduct an Administrative Adjudication Hearing for a violator responsible for \$24 or more within 365 calendar days

---

**VPC-119:** FBCTRA shall attempt to contact a violator up to a minimum of one (1) phone attempt every seven (7) calendar days during the ninety (90) day collection period

---

**VPC-120:** For commercial customers, the name listed with the Texas Vehicle Title & Registration (VTR) database will be the name sent to court

---

**VPC-121:** Due to restricts on the number of complaints a court can hear in one day (default 300), FBCTRA reserves the right to prioritize the violators they pursue in court based on the severity and age of the unpaid balance

---

**VPC-122:** Shall have the ability to offer a dispute hearing process once a month to expedite the court preparation process and reduce the number of violators requiring court

---

**VPC-123:** An attorney for Fort Bend County can negotiate settlement on administrative fees for Toll Violation Notices that total \$10,000 or less in tolls and County fees

---

**VPC-124:** A Registered Owner may settle a debt under Citation at the Administrative Adjudication Hearing locations or at the offices of the VPC collection agency

---

**VPC-125:** Initiation of the Vehicle Registration block process can begin when the registered owner has not resolved a judgment amount within thirty-one (31) Calendar Days from the date judgment is rendered

---

**VPC-126:** Vehicle prohibition to operate on Fort Bend toll roads shall be removed when:

1. Full payment for outstanding tolls, fines, and/or fees is received; or
  2. A payment plan in good standing exists; or
  3. As otherwise ordered by adjudication
- 

**VPC-127:** Vehicle registration block shall be removed when:

1. Full payment for outstanding tolls, fines, and/or fees is received; or
  2. As otherwise ordered by adjudication
- 

**VPC-128:** FBCTRA may enforce a decision by placing a boot on a vehicle

---

### **3.1.9.18 Bankruptcy**

**VPC-129:** The VPC shall maintain all bankruptcy information at the account level

---

**VPC-130:** The VPC will track all information regarding the status of all bankruptcy cases, the disposition, and the payments received

---

**VPC-131:** Recall all bankruptcy transaction from collections process and place a 'Bankruptcy' status on the applicable transactions

---

### **3.1.9.19 Deceased**

**VPC-132:** The VPC shall maintain all deceased information at the account level

---

**VPC-133:** The VPC will track all information regarding the status of all deceased cases, the disposition, and payments received from the estate

---

**VPC-134:** The VPC will recall all deceased transactions from collections

---

### 3.1.10 Revenue Management

#### 3.1.10.1 General Finance

**VPC-135:** FBCTRA will follow Generally Accepted Accounting Principles (GAAP) for governmental proprietary funds

---

**VPC-136:** FBCTRA will follow Fort Bend County Auditor's Office accounting policies

---

**VPC-137:** Toll transactions and FBCTRA fees/fines posted to a Toll Violation Notice or Final Toll Violation will be recorded as revenue and an accounts receivable on the date assessed

---

**VPC-138:** Pre-paid toll violation events will be recorded as revenue when paid

---

**VPC-139:** Accounts Receivable will not be written off unless ordered by a court of law or, possibly, a death certificate

---

**VPC-140:** FBCTRA may pursue accounts receivable against a deceased debtor's estate

---

**VPC-141:** Once the month is closed, no changes will be allowed to the month

---

#### 3.1.10.2 Daily and Monthly Reconciliations

**VPC-142:** Daily and/or monthly reconciliations will be prepared for the following, but are not limited to:

1. Lane transactions to accounts and violations
  2. CSR transactions for earned verses actual revenue
  3. Deposits to bank transactions
  4. Revenue category to revenue source
  5. Revenue by reporting entity
  6. Tolling system to Fort Bend County G/L for applicable accounts
  7. Code offs
- 

#### 3.1.10.3 Audit

**VPC-143:** Ad-hoc reporting at detail and summary level will be required

---

**VPC-144:** Transaction data will be extractable and downloadable to an electronic file (excel, CSV, delimited)

---

#### 3.1.10.4 Data Inputs and Outputs

**VPC-145:** Electronic files from bank, credit card processor, etc. will be loadable to the system for reconciling purposes

---

**VPC-146:** Electronic files (batches) will be created by the system for manual transmission to be posted to Fort Bend County G/L

---

**VPC-147:** Provide for electronic document management of all paper-based customer communications such as applications, affidavits, court decisions and other such forms. These documents shall be appended to the customer account for which they were provided

---

**VPC-148:** Customer correspondence received at the VPC will be filed, indexed and retained based on FBCTRA's Document Retention Schedule

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## April 19, 2017 - Board Book FBGPTRA

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### **Agenda Item 7: Additional operating matters, including:**

- A. Update on permits applications and construction along the Grand Parkway.

**Permit Project: SH 99 NB Access Road & Entrance Ramp @ Harlem Road (Read King Tract)**

Performed walk through for initial punch list of construction items to be finalized by contractor.

**Permit Project: SH 99 NB Right Turn Deceleration Lane @ Clouston/Somerled**

Project completed, except for large Aliana billboard type sign that appears to be within the deceleration lane easement.

- B. Transition of violation processing services;

Southwest Credit (SWC) has been working diligently to meet the accelerated deadlines the Authority has proposed to enhance customer service. After some negotiation, Conduent (formerly Xerox) shut down operations on March 30<sup>th</sup>, a day earlier than expected. This was due to the data transition and the inability to make any notes on an account or collect payment. On Friday March 31<sup>st</sup>, SWC successfully retrieved the data for open accounts with outstanding balances. Although this data was incomplete (did not receive the notice detail and PDF versions until 4/11), SWC was able to begin taking calls on Monday April 3<sup>rd</sup>.

The week of April 3<sup>rd</sup> had its challenges with assisting customers as we only had partial data and no longer had connection to Conduent. Although there were some challenges, the Authority has communicated the interim business rules to SWC and the collection attorneys so there is a one-call resolution which has improved customer service. After the first transitional week, SWC has greatly reduced the Average Speed of Answer.

The Authority has access to SWC accounts and has successfully listened to live phone calls, accepted payments and assisted customers.

Now that SWC has the call center open and image review is processing, the goal of phase two (sending out toll violation notices) is making progress.

- C. Update on Customer Service Initiative.

- i. Accelerated contract close-out with Conduent (formerly Xerox)

Negotiations are still underway. The Authority's attorney is in contact with Conduent's legal team to reach a settlement of any work performed outside the current contract.



## April 19, 2017 - Board Book FBGPTRA

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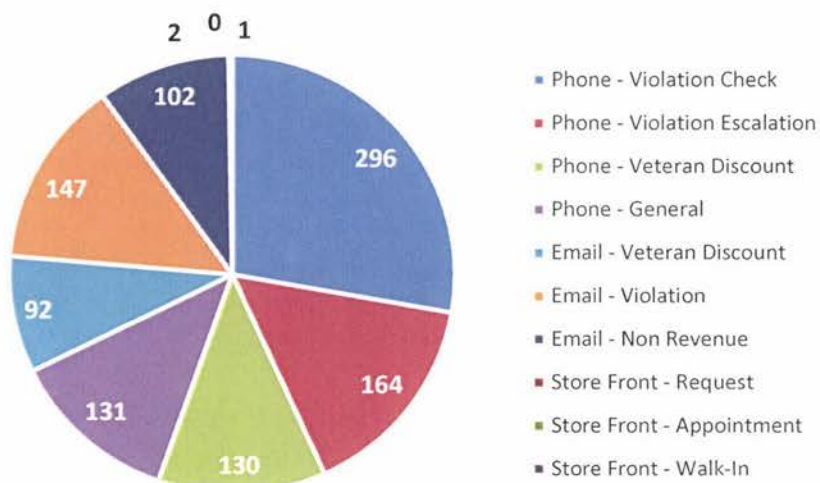
ii. Accelerated but limited start date with SWC

- Phase 1 – April - **COMPLETE**
  - Image Review (iTolls only), Call Center operating, web payment portal operating, data conversion, current Xerox customer service number forwarded to SWC, current Xerox customer service Sugar Land mail address forwarded to SWC
- Phase 2 – May
  - DMV interface, Mailing of Toll Violation Notices, Lockbox interface
- Phase 3 – July
  - Retail walk-up payment portals, Collections interface, full system integration

iii. Phone changes

The below graph represents the customer contact volume the Authority's local office received for the month of March.

### FBCTRA Local Office Telephone and Email Inquiries March 2017





## April 19, 2017 - Board Book FBGPTRA

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### iv. Website update

The Authority has begun the process of outlining the new website hierarchy for the creation of a new website template. The goal is to have a "dark" website developed for review by the Board at the May meeting.

Along with updating the website, the Authority is working with a graphic designer to implement a new logo for the Fort Bend Toll Road System to use on the road, the website, and on public communication.

### v. Transitional fee schedule to settle old Xerox violations

The interim business rules are as follows:

1. Accounts not in collections
  - a. Good tag, collect tolls waive all administrative fees
  - b. No tag, collect tolls + 10% of all administrative fees
2. Accounts in collections
  - a. Collect 100% tolls
  - b. Collect 10% of all administrative fees
  - c. Collect 25% of all collection fees

### D. Discuss flood monitoring system

A scope is being developed with Remote Monitoring Systems (RMS) to install a flood detection system at the SH 99/US 90A intersection as part of a pilot project. The system will include one water level monitoring sensor and four solar-powered yellow flashing beacon assemblies. The warning lights will only flash when enough water is detected to flood the road. RMS will provide and install the water level monitor and 4 radio controlled switches that can activate the warning lights. GPTRA will provide and install the solar powered flashing beacon assemblies and related flood signs. GPTRA will also provide and install a roadside breakaway pole where RMS can attach the water level sensor equipment and solar panel.

Recommended Action:

Attachments:

Notes:



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### **Agenda Item 8: Capital Improvements.**

#### A. Segment "C" Phase I (U.S. 59 to Rabbs Bayou), including:

Original contract:	\$5,199,904.50
Current contract:	\$5,606,519.01 (+7.3%)
Amount complete:	\$5,574,516.12 (99.4%)
• Pay Estimate No. 12:	\$1,265.72
Original Completion:	December 18, 2016
Current Completion:	January 6, 2017

The contractor is finalizing placement of sod, pavement markings, signage, and overall clean-up. Project is not ready for acceptance this month, but expected to be ready for final acceptance at the May Board meeting.



Sod placement – southbound frontage road



## April 19, 2017 - Board Book FBGPTRA

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- i. Approval of pay estimates, change orders, and final acceptance as appropriate.

Change Order 11 – This change order covers the cost to sawcut the ragged edge of existing asphalt pavement along the northbound frontage road to provide a solid tie for the asphalt overlay. The cost of this change order is \$3,008.75. We have reviewed the price submittal for this work and recommend approval of this change order.

Change Order 12 – This change order covers compensating the contractor for actual expenses for accelerating the work of tearing out and reconstructing the Bucee's driveway to the appropriate elevations and grades in less than one week, instead of the usual 3 - 4 weeks. The cost of the overrun for this change order is not to exceed \$16,000 and payment will be made for only actual labor, equipment and materials. We recommend approval of this change order.

Change Order 13 – This change order covers the cost to extend concrete pipe beyond edge of roadway at north crossover to provide to eliminate the drop-off between the roadway and end of pipe. The cost of this change order is \$3,765.04, with a majority of the work using existing bid items. We have reviewed the price submittal for this work and recommend approval of this change order.

Change Order 14 – This change order covers the cost to modify two (2) Type 7 pedestrian ramps at the southwest and southeast corner of Sansbury to ADA guidelines. Due to field elevation conditions and constraints, the originally designed ramps would not fit and meet ADA requirements. This change modifies the 2 ramps to meet all requirements. The cost of this change order is \$2,469.45. We have reviewed the contractor's price submittal and recommend approval of this change order.

- B. Design of Direct Connectors at FM 1093/Westpark; and

- a. 60% PS&E Submittal.....Submitted March 24, 2017 - COMPLETE
- b. 90% PS&E Submittal.....June 30, 2017
- c. 95% PS&E Submittal.....July 28, 2017
- d. Final Submittal.....September 1, 2017

- C. Joint Project Agreement with Fort Bend County for U-turns at Harlem Road.

As discussed at last month's meeting, TxDOT and Fort Bend County are making improvements to the Harlem Road interchange. These improvements include U-turns under the Grand Parkway overpass. The Board concurred last month to participate in the cost of these improvements. MLG has prepared a Joint Project Agreement with the County to allocate a portion of the project costs to the Authority in the flat rate of \$750,000.



## April 19, 2017 - Board Book FBGPTRA

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### Recommended Action:

- i. Authorize execution of Joint Project Agreement with Fort Bend County in the amount of \$750,000.
- ii. Approve Change Order No 11 with James Construction in the amount of \$3,008.75
- iii. Approve Change Order No 12 with James Construction in the amount of \$16,000.00
- iv. Approve Change Order No 13 with James Construction in the amount of \$3,765.04
- v. Approve Change Order No 14 with James Construction in the amount of \$2,469.45

### Attachments:

- i. Joint Project Agreement with Fort Bend County for U-turns at Harlem Road.
- ii. Change Order No 11 with James Construction
- iii. Change Order No 12 with James Construction
- iv. Change Order No 13 with James Construction
- v. Change Order No 14 with James Construction
- vi. BGE Progress Report
- vii. Aguirre & Fields Progress Report

### Notes:

## **JOINT PROJECT AGREEMENT REGARDING HARLEM ROAD INTERSECTION IMPROVEMENTS AND RELATED CONSTRUCTION**

This Joint Project Agreement Regarding Harlem Road Intersection Improvements and Related Construction (this “Agreement”) is entered into as of April 19, 2017 (the “Effective Date”) by and between Fort Bend County, Texas (the “County”), a political subdivision of the State of Texas, and Fort Bend Grand Parkway Toll Road Authority (the “Authority”), a local government corporation created by the County pursuant to Chapter 431 of the Texas Transportation Code (collectively, the “Parties” or individually, a “Party”).

### **RECITALS**

WHEREAS, the Authority has developed the Grand Parkway Toll Road (the “Grand Parkway”), a portion of which is immediately adjacent to the District’s boundary;

WHEREAS, the County and the Texas Department of Transportation (“TxDOT”) entered into an Advanced Funding Agreement, CSJ: 3510-04-053 (the “AFA”), to add median lanes and U-Turn lanes on the Grand Parkway at Harlem Eastbound and Westbound (the “Project”) as shown on **Exhibit A**;

WHEREAS, the Parties desire to coordinate and allocate responsibility for the funding and maintenance of the Project; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement, and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel.

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

### **AGREEMENT**

1. The County will make payments and perform all of its other obligations under the AFA.

2. Upon receipt of the Notification of Completion, the Authority will be responsible for the maintenance of the U-Turns, and the County will be responsible for all other Project improvements.

3. The Authority will reimburse the County for a portion of the County’s payments to TxDOT under the AFA, in the amount of exactly \$750,000 which is the approximate Project costs attributable to the U-turn lanes. The Authority’s reimbursement will be made to the County only after the Authority’s Financial Advisor has determined the Authority has sufficient available funds, considering all outstanding obligations and planned capital improvements.

4. The recitals and the referenced exhibit are incorporated into the Agreement for all purposes.

5. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

6. All notices, requests, approvals and other communications required or permitted under this Agreement shall be given in writing and shall be deemed effective (i) upon receipt when delivered by overnight courier or hand delivery, or (ii) two (2) business days after deposit with the US Postal Service, sent certified mail, return receipt requested, postage prepaid, and in each case addressed as follows:

If to the Authority: Fort Bend Grand Parkway Toll Road Authority  
c/o The Muller Law Group PLLC  
16555 Southwest Freeway, Ste. 200  
Sugar Land, Texas 77479  
Attn: Richard L. Muller, Jr.

If to the County: Fort Bend County, Texas  
301 Jackson, Suite 719  
Richmond, Texas 77649  
Attention: County Judge

Any Party may designate a different address or manner of delivery by giving at least ten (10) days written notice to the other Parties in the manner provided above.

7. This Agreement together with the exhibit contains the entire agreement between the Parties relating to this Agreement's subject matter and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to the same. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party. This Agreement may only be modified, amended, or terminated in a writing signed by all Parties.

8. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including without limitation any resident of any Party.

9. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

10. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or

relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

11. The provisions of this Agreement are severable, and if any provision of this Agreement shall be declared void, illegal, or unenforceable by any court, administrative agency, or other body having valid jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

12. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations, and laws which may be applicable by the United States, the State of Texas, or any other regulatory agency having jurisdiction. This Agreement, and all claims arising from or relating to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, and the state courts in Fort Bend County, Texas, shall have exclusive jurisdiction with respect to any disputes arising from or relating to this Agreement.

13. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_  
Robert Hebert, County Judge

ATTEST:

By: \_\_\_\_\_  
Laura Richard, County Clerk

(SEAL)

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

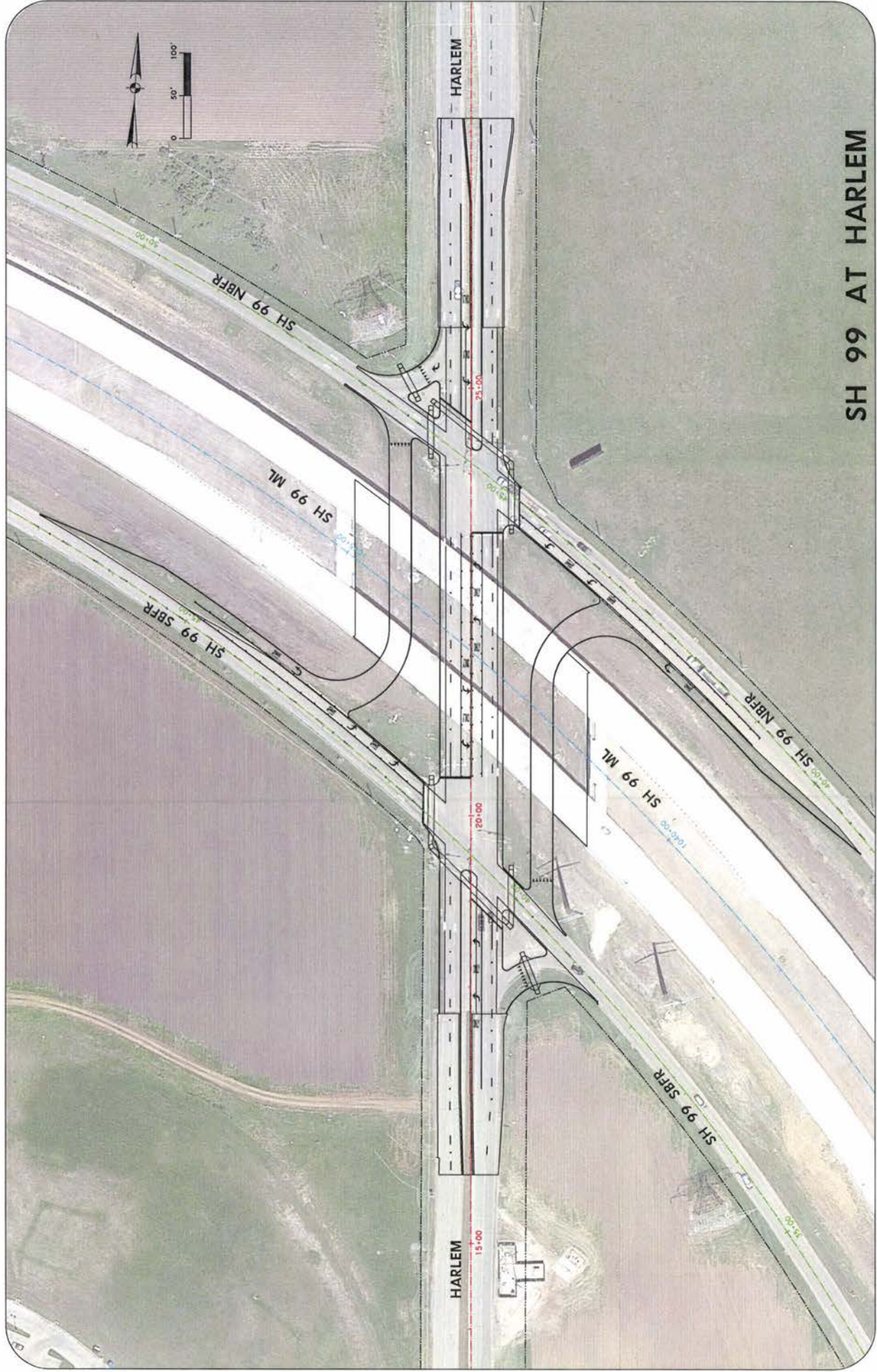
By: \_\_\_\_\_  
Dr. James D. Condrey, DDS  
Chairman, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

EXHIBIT A



SH 99 AT HARLEM

# FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD

PAGE 1 OF 2

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 11

- 1) CONTRACTOR: James Construction Group
- 2) CHANGE ORDER WORK LIMITS: Sec C, Seg C-1; from IH 69 to Rabbs Bayou
- 3) DESCRIPTION OF CHANGE:

Sawcut the ragged edge of existing asphalt pavement along the northbound frontage road to provide a solid tie for the asphalt overlay.

- 4) NEW OR REVISED PLAN SHEET(S) / SKETCHES ARE ATTACHED AND NUMBERED:

None

CONTRACTOR: James Construction Group		4-7-2017		DATE	
By <u>Scott Ashmore</u>		4-12-2017		DATE	
Printed Name <u>Scott Ashmore</u>		CONSTRUCTION MANAGER		DATE	
Printed Title <u>Area Manager</u>		FBGPTRA REPRESENTATIVE		DATE	
Time Est # <u>N/A</u>		Recommended		4.13.2017	
Days added on this C.O.: <u>N/A</u>		FBGPTRA REPRESENTATIVE		DATE	
Amount added by this change order: \$3,008.75		Approved			

RECOMMENDED FOR EXECUTION:

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD**  
**CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 11**

Date: 4/4/2017

Item	Code	Description	Unit	Quantity Provided in Original Contract	Quantity as Adjusted by Previous Change Order(s)	Quantity Adjustment by This Change Order	TOTAL CONTRACT QUANTITY AS REVISED BY THIS CHANGE ORDER	Unit Price	Amount Provided in Original Contract	Total Amount as Adjusted by Previous Change Order(s)	TOTAL CONTRACT AMOUNT AS REVISED BY THIS CHANGE ORDER	Amount Adjustment by This Change Order
105	9999	SAWCUT (ASPH)	LF	0.00	0.00	415.00	415.00	\$7.25	\$0.00	\$0.00	\$3,008.75	\$3,008.75
<b>AMOUNT ADDED BY THIS CHANGE ORDER =</b>											<b>\$3,008.75</b>	

# FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD

PAGE 1 OF 2

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 12

- 1) CONTRACTOR: James Construction Group
- 2) CHANGE ORDER WORK LIMITS: Sec C, Seg C-1: from IH 69 to Rabbs Bayou
- 3) DESCRIPTION OF CHANGE:

Compensate the contractor for actual expenses associated with acceleration of construction of the Buccie's driveway in order to open the driveway in less than one week. (Force Account - Not to Exceed)

- 4) NEW OR REVISED PLAN SHEET(S) / SKETCHES ARE ATTACHED AND NUMBERED:

None

CONTRACTOR: James Construction Group		APPROVED FOR EXECUTION:	
By	<u>Scott M. Ashmore</u>	CONSTRUCTION MANAGER	<u>4-12-2017</u>
Printed Name	<u>Scott M. Ashmore</u>	DATE	
Printed Title	<u>Business Manager</u>	FBGPTRA REPRESENTATIVE	<u>4-19-2017</u>
Time Ext #:	<u>N/A</u>	Recommended	
Days added on this C.O.:	<u>N/A</u>	FBGPTRA REPRESENTATIVE	
Amount added by this change order:	<u>\$16,000.00</u>	Approved	

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD**

**CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 12**

Date: 4/4/2017

Item	Code	Description	Unit	Quantity Provided in Original Contract	Quantity as Adjusted by Previous Change Order(s)	Quantity Adjustment by This Change Order	TOTAL CONTRACT QUANTITY AS REVISED BY THIS CHANGE ORDER	Unit Price	Amount Provided in Original Contract	Total Amount as Adjusted by Previous Change Order(s)	TOTAL CONTRACT AMOUNT AS REVISED BY THIS CHANGE ORDER	Amount Adjustment by This Change Order
FAWZ		FORCE ACCOUNT - Buccae's Driveway Acceleration	LS	0		1	1.00	\$ 16,000.00	\$0.00	\$0.00	\$16,000.00	\$16,000.00
<b>AMOUNT ADDED BY THIS CHANGE ORDER =</b>											<b>\$16,000.00</b>	

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD**

PAGE 1 OF 2

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 13

1) **CONTRACTOR:** James Construction Group

2) **CHANGE ORDER WORK LIMITS:** Sec C, Seg C-1: from IH 69 to Rabbs Bayou

3) **DESCRIPTION OF CHANGE:**  
 Extend concrete pipe beyond edge of roadway to provide a buffer to eliminate drop-off between roadway and end of pipe .

4) **NEW OR REVISED PLAN SHEET(S) / SKETCHES ARE ATTACHED AND NUMBERED:**

None

CONTRACTOR: James Construction Group		RECOMMENDED FOR EXECUTION:	
By _____		CONSTRUCTION MANAGER	DATE
Printed Name _____		FBGPTRA REPRESENTATIVE	DATE
Printed Title _____		Recommended by _____	4.13.2017
Time Ext # <u>N/A</u>	Days added on this C.O.: <u>N/A</u>	FBGPTRA REPRESENTATIVE	DATE
Amount added by this change order. \$4,415.04		Approved _____	

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD**  
**CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 13**

Date: 4/12/2017

Item	Code	Description	Unit	Quantity Provided In Original Contract	Quantity as Adjusted by Previous Change Order(s)	Quantity Adjustment by This Change Order	TOTAL CONTRACT QUANTITY AS REVISED BY THIS CHANGE ORDER	Unit Price	Amount Provided In Original Contract	Total Amount as Adjusted by Previous Change Order(s)	TOTAL CONTRACT AMOUNT AS REVISED BY THIS CHANGE ORDER	Amount Adjustment by This Change Order
104	6009	REMOVING CONC (RIPRAP)	SY	220		20	240.00	\$ 3.00	\$660.00	\$0.00	\$720.00	\$60.00
132	6005	EMBANKMENT(FINAL)(ORD COMP)(TY C)	CY	1,820		10	1830.00	\$ 4.00	\$7,280.00	\$0.00	\$7,320.00	\$40.00
400	6005	CEM STAB BKFL	CY	3,407		7	3414.00	\$ 36.00	\$122,652.00	\$0.00	\$122,904.00	\$252.00
420	6009	CL A CONC (COLLAR)	CY	0		4	4.00	\$ 620.76	\$0.00	\$0.00	\$2,483.04	\$2,483.04
464	6005	RC PIPE (CL III)(24 IN)	LF	542		16	558.00	\$ 65.00	\$35,230.00	\$0.00	\$36,270.00	\$1,040.00
496	8004	REMOV STR (SET)	EA	6		2	8.00	\$ 270.00	\$1,620.00	\$0.00	\$2,180.00	\$540.00
<b>AMOUNT ADDED BY THIS CHANGE ORDER =</b>											<b>\$4,415.04</b>	

# FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD

PAGE 1 OF 2

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 14

1) CONTRACTOR: James Construction Group

2) CHANGE ORDER WORK LIMITS: Sec C, Seg C-1; from IH 69 to Rabbs Bayou

3) DESCRIPTION OF CHANGE:  
Modification of two (2) Type 7 pedestrian ramps at the southwest and southeast corner of Sansbury to meet ADA guidelines.

4) NEW OR REVISED PLAN SHEET(S) / SKETCHES ARE ATTACHED AND NUMBERED:

None

CONTRACTOR: James Construction Group		RECOMMENDED FOR EXECUTION:	
By	DATE	CONSTRUCTION MANAGER	DATE
Printed Name		FBGPTRA REPRESENTATIVE	DATE
Printed Title		Recommended	4.13.2017
Time Ext #	N/A	FBGPTRA REPRESENTATIVE	DATE
Days added on this C.O.:	N/A	Approved	
Amount added by this change order.		\$2,469.44	

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY / FORT BEND GRAND PARKWAY TOLL ROAD**

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 14

Date: 4/12/2017

Item	Code	Description	Unit	Quantity Provided in Original Contract	Quantity as Adjusted by Previous Change Order(s)	Quantity Adjusted by This Change Order	TOTAL CONTRACT QUANTITY AS REVISED BY THIS CHANGE ORDER	Unit Price	Amount Provided in Original Contract	Total Amount as Adjusted by Previous Change Order(s)	TOTAL CONTRACT AMOUNT AS REVISED BY THIS CHANGE ORDER	Amount Adjusted by This Change Order
531	8034	CURB RAMPS (TY 7)(MOD)	EA	0		2	2.00	\$ 1,234.72	\$0.00	\$0.00	\$2,469.44	\$2,469.44
<b>AMOUNT ADDED BY THIS CHANGE ORDER =</b>											<b>\$2,469.44</b>	



**Fort Bend Grand Parkway Toll Road Authority**  
**Progress Report**  
**March 9, 2017 to April 11, 2017**

**SEGMENT D**  
**DESIGN**

**Direct Connectors at Westpark (Aguirre & Fields, LLC)**

See Progress Report provided by Aguirre & Fields

**Brazos River Bridge Erosion (Freese & Nichols)**

Submitting contract documents (Supplemental Agreement No. 2) for additional geotechnical and design services for the protection of the north bridge abutment for approval.

**W. Airport Exit Ramp (IDS Engineering Group, Inc)**

The Engineering Service Agreement was approved by Fort Bend Commissioners Court on March 28, 2017. Notice to Proceed was given to IDS on March 28, 2017. A preliminary schematic is due May 3, 2017, with the 60% submittal due June 3, 2017.

**Drainage Study (AECOM Technical Services, Inc.)**

The study is progressing. The letter report is due May 12, 2017, Draft Drainage Report due June 19, 2017, and the final report is due September 8, 2017.

**CONSTRUCTION**

**FM 1093/SH 99 Turn Lane and Miscellaneous Work (PGAL/ Main Lane Construction)**

Held pre-construction kickoff meeting on April 5, 2017. Time charges will begin on April 24, 2017. 135 calendar days to complete.

**OPERATIONS AND MAINTENANCE**

**Permit Project: SH 99 NB Access Road & Entrance Ramp @ Harlem Road (Read King Tract)**

Performed walk through for initial punch list of construction items to be finalized by contractor.

**Permit Project: SH 99 NB Right Turn Deceleration Lane @ Clouston/Somerled**

Project completed, except for large Aliana billboard type sign that appears to be within the deceleration lane easement.

## **SEGMENT C**

### **DESIGN**

Sound Abatement @ Canyon Gate: Met with TxDOT on April 10<sup>th</sup>. Will give an update at the Board meeting.

### **CONSTRUCTION**

#### **Section C-1: US 59 to Rabbs Bayou (James Construction Group)**

Finalizing placing sod, pavement markings, signage, and clean-up. Project is not ready for acceptance this month, but expected to be ready for final acceptance at the May Board meeting.

## **ACTION ITEMS**

### **CHANGE ORDERS for approval**

#### **Section C-1: US 59 to Rabbs Bayou (James Construction Group)**

Change Order 11 – This change order covers the cost to sawcut the ragged edge of existing asphalt pavement along the northbound frontage road to provide a solid tie for the asphalt overlay. The cost of this change order is \$3,008.75. We have reviewed the price submittal for this work and recommend approval of this change order.

Change Order 12 – This change order covers compensating the contractor for actual expenses for accelerating the work of tearing out and reconstructing the Buccee's driveway to the appropriate elevations and grades in less than one week, instead of the usual 3 - 4 weeks. The cost of the overrun for this change order is not to exceed \$16,000 and payment will be made for only actual labor, equipment and materials. We recommend approval of this change order.

Change Order 13 – This change order covers the cost to extend concrete pipe beyond edge of roadway at north crossover to provide to eliminate the drop-off between the roadway and end of pipe. The cost of this change order is \$3,765.04, with a majority of the work using existing bid items. We have reviewed the price submittal for this work and recommend approval of this change order.

Change Order 14 – This change order covers the cost to modify two (2) Type 7 pedestrian ramps at the southwest and southeast corner of Sansbury to ADA guidelines. Due to field elevation conditions and constraints, the originally designed ramps would not fit and meet ADA requirements. This change modifies the 2 ramps to meet all requirements. The cost of this change order is \$2,469.45. We have reviewed the contractor's price submittal and recommend approval of this change order.

**NEW AGREEMENTS AND SUPPLEMENTAL AGREEMENTS for approval**

**Supplement Agreement No. 2**

**Brazos River Erosion Study (Freese and Nichols, Inc.)**

This supplemental agreement provides for geotechnical services, design and construction documents for the protection of the north bridge abutment. We recommend approval of this supplemental agreement in the amount of \$398,066.46.

**PROJECT ACCEPTANCE**

None.



**AGUIRRE & FIELDS LP**  
**ENGINEERS AND PLANNERS**

**PROGRESS REPORT #16**  
**SH 99 at FM 1093 EBNB & WBNB DC's**  
Fort Bend County, Texas

Project No.: 20203  
Service Dates March 8, 2017 through April 13, 2017

- 1) Continued roadway model development
- 2) Continued roadway plan & profile sheets
- 3) Continued roadway typical section sheets
- 4) Continued demolition sheets
- 5) Continued retaining wall design and sheet progression
- 6) Continued steel unit design on the east to north direct connector (DCEN)
- 7) Continued bridge design & detailing
- 8) Continued drainage design and sheet progression
- 9) Continued traffic control design and sheet progression
- 10) Continued utility research.
- 11) Began plan assembly for 60% submittal, including title sheet, sheet index and project layouts.
- 12) Submitted proposal for Subsurface Utility Engineering (SUE) to verify potential conflicts
- 13) Coordinated with BGE regarding supplemental for large signs, high mast lighting additional survey and SUE. We have resolved the comments and resubmitting for May agenda.
- 14) Conducted bi-weekly design team coordination meetings
- 15) Submitted 60% plans on March 24<sup>th</sup> per the project schedule.

i:\20203\contract\progress reports\2017-04-13 progress report 16-board meeting.docx



## April 19, 2017 - Board Book FBGPTRA

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### **Agenda Item 9: Special Projects, including:**

#### **A. Brazos River erosion, including:**

- i. Joint Project Agreement with Fort Bend County Levee Improvement District No. 7.

Attached for your consideration is a draft of the joint project agreement between Fort Bend County Levee Improvement District (LID) No. 7 and the Authority related to the construction of an embankment wall along the north bank of the Brazos River adjacent to the Grand Parkway bridge.

The central terms of the agreement or as follows:

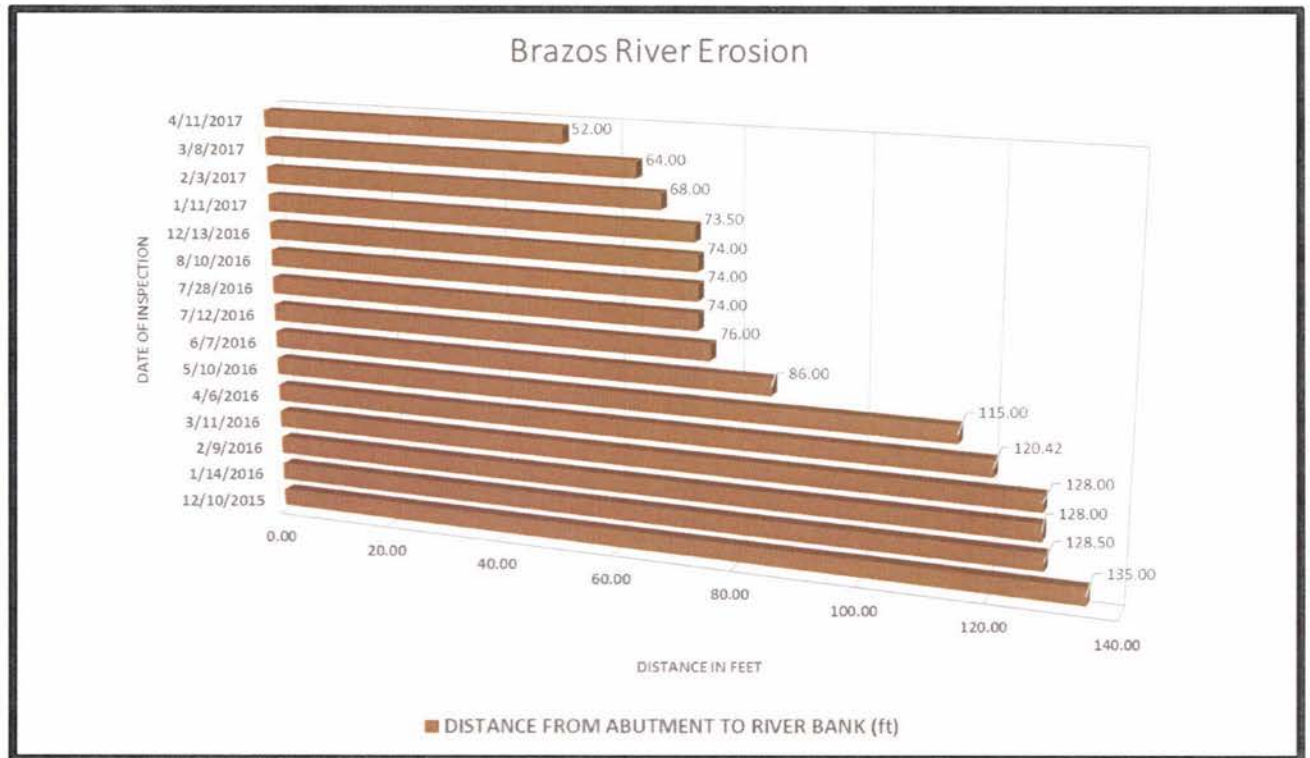
The Authority is responsible for the design and construction of the wall. The cost of the wall will be shared equally between LID 7 and the Authority. After completion of the wall, LID 7 will own and maintain the wall. The Authority is responsible for one half of the cost of maintenance. LID 7 agrees to indemnify and hold the Authority harmless against any claims arising out of a breach of the levee as a result of the failure of the wall. The Authority agrees to indemnify and hold LID 7 harmless from any claims arising from the failure of the Grand Parkway bridge resulting from the failure of the wall. The estimated cost of the project is \$6 million. LID 7 will pay the authority \$2 million dollars now and will pay the Authority its remaining share of the project after LID 7 has sold bonds. That bond sale is expected within 12 months.

- ii. Supplemental Agreement No. 2 with Freese and Nichols, Inc.

This supplemental agreement provides for geotechnical services, design and construction documents for the protection of the north bridge abutment. We recommend approval of this supplemental agreement in the amount of \$398,066.46.



## April 19, 2017 - Board Book FBGPTRA





## April 19, 2017 - Board Book FBGPTRA

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B. FM 1093/SH 99 turn lane and signal modification, including:

- i. Approval of pay estimates, change orders, and final acceptance as appropriate.

A preconstruction meeting was held on April 5 and a notice to proceed issued for April 24. The project timeframe is 135 calendar days and will be complete in September.

C. Segment D drainage study:

The study is progressing. The letter report is due May 12, 2017, draft drainage report due June 19, 2017, and the final report is due September 8, 2017.

**DRAINAGE CROSS STRUCTURES HYDRAULIC ANALYSIS (20% complete)**

*Activities this period:*

- Review of existing crossing hydraulic models
- Preliminary crossing hydraulic analysis for 8 cross structures in current conditions

*Activities anticipated next period:*

- Further hydraulic analysis of cross structures

*Outstanding issues:*

- No current issues

D. Design of West Airport Boulevard exit ramp, including:

The Engineering Service Agreement was approved by Fort Bend Commissioners Court on March 28, 2017. Notice to Proceed was given to IDS on March 28, 2017. A preliminary schematic is due May 3, 2017, with the 60% submittal due June 3, 2017.

E. TransCore trip aggregation:

TransCore has made significant progress in the scripts and customer website. The Authority has a meeting with TransCore on April 18th and will provide a further update to the Board at the meeting.

F. Overhead and large sign modifications:

BGE is finalizing a bid package for large sign modification on Grand Parkway.

G. Brazos River bridge (replace approach slabs):

The Authority has inspected and identified all areas in need of repair. Record drawings have been compiled for design reference and sent to BGE to create bid documents.

H. Owens Road bridge (replace approach slabs):

The Authority has inspected and identified all areas in need of repair. Record drawings have been compiled for design reference and sent to BGE to create bid documents.



## April 19, 2017 - Board Book FBGPTRA

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I. Ditch M/Bullhead Slough/Oyster Creek approach slab;

The scope to replace damaged expansion joints for several bridge approach and departure slabs was previously approved by the Board, and all repairs are now complete.



**Before and after – replace expansion joint material**

J. Traffic signal ITS communications;

Installation is complete at all SH 99 traffic signals other than US 90A and FM 1464 intersection. Due to the upcoming City annexation, installation of these units is delayed until a final decision is made regarding their future operations.

K. TranStar speed monitors;

TransCore prepared a rough estimate to complete the speed monitors and traffic surveillance cameras. That estimate came out to \$1.1 million. The Authority will review other options pending available funds in the special projects budget.

L. Traffic surveillance cameras; and

TransCore prepared a rough estimate to complete the speed monitors and traffic surveillance cameras. That estimate came out to \$1.1 million. The Authority will review other options pending available funds in the special projects budget.



## April 19, 2017 - Board Book FBGPTRA

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M. Toll plaza lighting.

An estimate is being developed with the GPTRA electrical contractor to install roadway illumination fixtures at all Grand Parkway toll plazas. The project will use the same mounting standard as underbridge light fixtures. The material and labor costs needed to complete this project are already included in Traf-Tex's existing maintenance agreement.



An estimate is also being developed with the GPTRA electrical contractor to install lighted signs on all toll plazas. The Authority is also evaluating the option of GPTRA directly



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purchasing the lighted signs through a purchasing cooperative, especially if public agencies are eligible for discounts.

### Recommended Action:

- i. Authorize Joint Project Agreement with Fort Bend County with LID 7
- ii. Authorize Supplemental No. 2 with Freese and Nichols, Inc. in the amount of \$398,066.46

### Attachments:

- i. Authorize Joint Project Agreement with Fort Bend County with LID 7
- ii. Supplemental No. 2 with Freese and Nichols, Inc.

### Notes:

**INTERLOCAL AGREEMENT FOR THE  
DESIGN AND CONSTRUCTION OF EROSION CONTROL FACILITIES**

This INTERLOCAL AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF EROSION CONTROL FACILITIES (this "Agreement") is made and entered into as of the Effective Date, by and between the FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY (the "Authority"), a local government corporation organized and operating under the laws of the State of Texas, and FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7 (the "District"), a political subdivision of the State of Texas created under the provisions of Article XVI, Section 59, of the Texas Constitution, and operating pursuant to Chapters 49 and 57 of the Texas Water Code, as amended, and Chapter 7808 of the Texas Special District Local Laws Code.

**RECITALS**

A. The Authority owns and operates the Grand Parkway Bridge that crosses the Brazos River in Fort Bend County, Texas.

B. The Authority operates and maintains the Grand Parkway Bridge in a 300-foot right of way (the "Grand Parkway Right-of-Way") near the master-planned community known as New Territory.

C. Pursuant to Sections 57.091 and 57.092 of the Texas Water Code, as amended, the District is authorized to purchase, acquire, build, construct, complete, carry out, maintain, protect, and in case of necessity, add to and rebuild all works and improvements necessary or proper to construct and maintain levees and other improvements on, along, and contiguous to rivers, creeks and streams, to reclaim lands from overflow from these streams, to control and distribute the waters of rivers and streams by straightening and otherwise improving them, and to provide for the property drainage and other improvements of the reclaimed land.

D. The District has constructed certain levee and drainage improvements to provide protection to the land and improvements of residential and commercial property owners in New Territory located within the jurisdictional boundaries of the District from flooding from the Brazos River.

E. There has recently been erosion on the northern bank of the Brazos River near New Territory, which erosion threatens (i) a portion of the District's levee improvements, and (ii) the integrity of the Grand Parkway Bridge by exposing the abutment (the "Abutment") constructed into the northern bank of the Brazos River in the Grand Parkway Right-of-Way.

F. The Authority engaged the engineering firm of Freese and Nichols, Inc. ("FNI") to study the causes of such erosion and develop potential erosion control and/or mitigation solutions to protect the Grand Parkway Bridge.

G. The District also engaged FNI to study the causes of such erosion and develop potential erosion control and/or mitigation solutions to protect the District's levee improvements.

H. FNI has delivered separate but related Preliminary Engineering Reports to both the Authority and the District, respectively, proposing certain erosion control solutions to protect the District's levee improvements and the Grand Parkway Bridge, respectively.

I. One of the solutions proposed by FNI is that the Authority and the District jointly design and construct a subterranean erosion control wall that begins at a certain location to be determined on land owned by the NTRCA located to the west of the Grand Parkway Right-of-Way, which will protect the District's levee improvements on the west side of the Grand Parkway Bridge (the "West District Erosion Control Facilities"), that will then extend to the east inside the Grand Parkway Right-of-Way and encircle the Abutment, which will protect the Grand Parkway Bridge (the "Authority Erosion Control Facilities"), and then extend to the east

outside of the Grand Parkway Right-of-Way across and terminate at a certain point on land owned by the NTRCA, which will protect the District's levee improvements on the east side of the Grand Parkway Bridge (the "East District Erosion Control Facilities") (together, the West District Erosion Control Facilities and the East District Erosion Control Facilities are referred to herein as the "District Erosion Control Facilities"), where there has been significant erosion (together, the Authority Erosion Control Facilities and the District Erosion Control Facilities are referred to herein as the "Erosion Control Facilities", as depicted on **Exhibit A** attached hereto and incorporated herein by this reference).

J. The Authority believes that the construction of the Erosion Control Facilities will provide substantial benefits to the citizens of Fort Bend County and the surrounding areas by mitigating the effects of erosion of the northern bank of the Brazos River and protecting the Grand Parkway Bridge which is used by thousands of drivers every day.

K. The District believes that the construction of the Erosion Control Facilities will provide substantial benefits to the residential and commercial property owners in New Territory by mitigating the effects of erosion of the northern bank of the Brazos River and protecting the District's levee improvements.

L. The District has approximately \$4,000,000 in unspent bond proceeds that it is holding in its construction fund for the repair and rehabilitation of the District's External Drainage Channel (the "Drainage Channel Bond Proceeds"), and the District intends to submit an application to the Texas Commission on Environmental Quality (the "Commission") to change the use of \$2,000,000 of the Drainage Channel Bond Proceeds to fund the first \$2,000,000 of the District's Proportionate Share of Engineering Fees and Construction Costs (the "First \$2 Million").

M. The District has \$12,150,000 principal amount of authorized but unissued bonds which the District may use to sell bonds to fund the balance of the District's Proportionate Share of Engineering Fees and Construction Costs in excess of the First \$2 Million.

N. Pursuant to and in accordance with the terms and conditions of this Agreement, the Authority and the District desire to each be responsible for their Proportionate Share of Engineering Fees and Construction Costs with (i) the Authority depositing into the Joint Construction Account a sum of money in the amount of the Authority's Proportionate Share of the estimated design phase Engineering Fees, (ii) the District depositing into the Joint Construction Account a sum of money to be paid from the First \$2 Million in the amount of the District's Proportionate Share of the estimated design phase Engineering Fees, (iii) the District depositing into the Joint Construction Account the balance of the First \$2 Million (over and above the District's Proportionate Share of the estimated design phase Engineering Fees) to partially fund the District's Proportionate Share of the estimated construction phase Engineering Fees and Construction Costs, (iv) the Authority depositing into the Joint Construction Account a sum of money sufficient to cover (a) the Authority's Proportionate Share of the estimated construction phase Engineering Fees and Construction Costs, and (b) the District's remaining Proportionate Share of the estimated construction phase Engineering Fees and Construct Costs (the "Funding Balance"), and (v) the District repaying to the Authority the Funding Balance by the earlier of (x) ninety (90) days following the District's next sale of bonds, or (y) five (5) years from the Effective Date.

O. Pursuant to and in accordance with the terms and conditions of this Agreement, the Authority and the District desire for: (i) the District to acquire an easement to certain tracts of land from the NTRCA which will be required in order to connect the Erosion Control Facilities

to the land of the NTRCA located to the west and east of the Grand Parkway Right-of-Way (the "Easement"), (ii) the Authority to acquire any permits required to construct the Erosion Control Facilities, and (iii) the Authority to design and construct the Erosion Control Facilities.

P. Pursuant to and in accordance with the terms and conditions of this Agreement, upon completion of the construction of the Erosion Control Facilities, the Authority and the District desire for the District to maintain the Erosion Control Facilities with the costs of such maintenance to be paid by the Authority and the District pursuant to their Proportionate Shares of Maintenance Expenses.

Q. The Authority and the District have determined that: (i) the provisions of this Agreement, the goods and services to be provided by the Authority to the District hereunder, and the goods and services to be provided by the District to the Authority hereunder, substantially advance the legitimate interests and public purposes of the Authority and the District, and (ii) that they each are independently authorized to enter into this Agreement pursuant to the Constitution and laws of the State of Texas, particularly Section 49.213, Texas Water Code, as amended, with respect to the District, and Chapter 284 of the Texas Transportation Code, as amended, with respect to the Authority, and Chapter 791, Texas Government Code, as amended.

#### **AGREEMENT**

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

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATIONS**

Section 1.1 Definitions. Unless the context clearly requires otherwise, and in addition to other terms defined elsewhere herein, the following terms and phrases used in this Agreement shall have the meanings set out below:

1.1.1 "Abutment" has the meaning given to such term in Recital E of this Agreement.

1.1.2 "Authority" has the meaning given to such term in the preamble of this Agreement.

1.1.3 "Authority Engineer" means FNI, or its successor as appointed by the Authority.

1.1.4 "Authority Erosion Control Facilities" has the meaning given to such term in Recital I of this Agreement.

1.1.5 "Authority Indemnified Parties" means the Authority, its directors, agents, employees, officers, consultants, contractors, and legal representatives.

1.1.6 "Commission" has the meaning given to such term in Recital L of this Agreement.

1.1.7 "Construction Budget" has the meaning given to such term in Section 2.4.2 of this Agreement.

1.1.8 "Construction Costs" means all costs and expenses directly related to the construction of the Erosion Control Facilities, including construction contract amounts, change orders and penalties, if any, costs of testing, and costs of stormwater quality protection, and a contingency on the foregoing not to exceed ten percent (10%).

1.1.9 "Design Budget" has the meaning given to such term in Section 2.2 of this Agreement.

1.1.10 "District" has the meaning given to such term in the preamble of this Agreement.

1.1.11 "District Engineer" means FNI, or its successor as appointed by the District.

1.1.12 "District Erosion Control Facilities" has the meaning given to such term in Recital I of this Agreement.

1.1.13 "District Released Parties" means the District, its directors, agents, employees, officers, consultants, contractors, and legal representatives.

1.1.14 "Drainage Channel Bond Proceeds" has the meaning given to such term in Recital L of this Agreement.

1.1.15 "Easement" has the meaning given to such term in Recital O of this Agreement.

1.1.16 "East District Erosion Control Facilities" has the meaning given to such term in Recital I of this Agreement.

1.1.17 "Encumbrances" has the meaning given to such term in Section 2.7.1 of this Agreement.

1.1.18 "Effective Date" means \_\_\_\_\_, 2017.

1.1.19 "Engineering Fees" means all costs directly related to the design and engineering of the Erosion Control Facilities, including, as applicable, fees for consultation, surveying and preparation of plans and specifications and construction, inspection and supervision fees, and charges incurred in obtaining necessary permits and approvals from local

and state authorities and other necessary services, and a contingency on the foregoing not to exceed ten percent (10%).

1.1.20 "Erosion Control Facilities" has the meaning given to such term in Recital I of this Agreement.

1.1.21 "First \$2 Million" has the meaning given to such term in Recital L of this Agreement.

1.1.22 "FNI" has the meaning given to such term in Recital F of this Agreement.

1.1.23 "Funding Balance" has the meaning given to such term in Recital N of this Agreement.

1.1.24 "Grand Parkway Right-of-Way" has the meaning given to such term in Recital B of this Agreement.

1.1.25 "Joint Construction Account" means the account so designated which the Authority is required to establish pursuant to Section 4.1 of this Agreement.

1.1.26 "NTRCA" means New Territory Residential Community Association, Inc., a Texas nonprofit corporation, the community association for owners of residential property in New Territory.

1.1.27 "Person" means any individual, public or private corporation, district, authority, political subdivision, or other agency or entity of the State of Texas or the United States of America; any incorporated city, town, or village, whether operating under general law or under its home-rule charter; and any partnership, joint venture, limited liability company, association, firm, trust, estate, or any other entity whatsoever.

1.1.28 "Professional Services Procurement Act" means Chapter 2254 of the Texas Government Code, as the same may be amended from time to time.

1.1.29 "Project Engineer" has the meaning given to such term in Section 2.2 of this Agreement.

1.1.30 "Proportionate Share of Engineering Fees and Construction Costs" or "Proportionate Shares of Engineering Fees and Construction Costs" means, as to each the Authority and the District, fifty percent (50%) of the total Engineering Fees and Construction Costs, that the Authority and the District are responsible for paying, respectively, pursuant to and in accordance with the terms and conditions of this Agreement.

1.1.31 "Proportionate Share of Maintenance Expenses" or "Proportionate Shares of Maintenance Expenses" means, as to the Authority, \_\_\_\_\_ percent (\_\_\_%), and as to the District, \_\_\_\_\_ percent (\_\_\_%), of the total maintenance and repair expenses related to the Erosion Control Facilities that the Authority and the District are responsible for paying, respectively, pursuant to and in accordance with the terms and conditions of this Agreement.

1.1.32 "Regulatory Requirements" means the requirements and provisions of any state or federal law, and any permits, rules, orders, or regulations issued or adopted from time to time by any state, federal, local, or other regulatory authority having jurisdiction concerning the design, construction, operation and maintenance of the Erosion Control Facilities.

1.1.33 "West District Erosion Control Facilities" has the meaning given to such term in Recital I of this Agreement.

Section 1.2. Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise. Unless

the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

Section 1.3. Interpretations. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against a party on the basis that the party did or did not author the Agreement. Nothing in this Agreement shall be construed to violate any state or federal statutory provision, any provision of the state or federal constitutions, and any Regulatory Requirements, and all acts done pursuant to this Agreement shall be performed in such manner as to conform thereto whether expressly so provided or not.

## **ARTICLE II**

### **DESIGN, CONSTRUCTION, OWNERSHIP,**

#### **AND MAINTENANCE OF EROSION CONTROL FACILITIES**

Section 2.1 Conditions to Construction of Erosion Control Facilities. It is expressly agreed and understood that any obligation on the part of the Authority to design and construct the Erosion Control Facilities shall, in addition to any conditions specified elsewhere in this Agreement, be subject to (i) the District's acquisition of the Easement from the NTRCA, and (ii) the Authority's ability to obtain or cause to be obtained all approvals, permits, permit amendments, and licenses required to construct, operate and maintain the Erosion Control Facilities.

Section 2.2 Selection of Project Engineer; Preparation of Design Budget. Pursuant to and in accordance with the Professional Services Procurement Act, the Authority shall select an

engineer to design the Erosion Control Facilities and provide construction contract administration services related to the construction of the Erosion Control Facilities (the "Project Engineer"). The Project Engineer shall prepare and provide to the Authority and the District a budget of the estimated Engineering Fees to design the Erosion Control Facilities (the "Design Budget"). After the Project Engineer delivers the Design Budget to the District, the District shall have the right to review and approve the Design Budget, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 2.3 Design. Subject to the District's approval of the Design Budget and the funding of the estimated design phase Engineering Fees in the Joint Construction Account pursuant to and in accordance with Section 3.1 of this Agreement, and any other conditions specified elsewhere in this Agreement, the Authority shall direct or cause the Project Engineer to commence design of the Erosion Control Facilities which design must meet all Regulatory Requirements. The Project Engineer shall use its best efforts to prepare such plans and specifications and obtain approval of same within six (6) months from the date that the Authority authorizes the Project Engineer to commence the design of the Erosion Control Facilities. The Project Engineer shall provide a copy of the preliminary plans and specifications for the Erosion Control Facilities to the District Engineer for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Further, the Project Engineer shall provide a copy of the final plans and specifications for the Erosion Control Facilities to the District Engineer for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 2.4 Regulatory Permits; Preparation of Construction Budget.

2.4.1 The Authority agrees to make application for and diligently pursue any permits or amendments to existing permits, and take such other lawful actions as may be necessary to obtain such permits or amendments, necessary for the construction of the Erosion Control Facilities. The District agrees to cooperate with the Authority in any way reasonably necessary in applying for, pursuing, and obtaining such permits or amendments.

2.4.2 Within thirty (30) days following the completion of the design of the Erosion Control Facilities, the Project Engineer shall prepare and deliver to the Authority and the District a budget of the estimated construction phase Engineering Fees and Construction Costs (the "Construction Budget"). After the Project Engineer delivers the Construction Budget to the District, the District shall have the right to review and approve the Construction Budget, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 2.5 Construction Contract. Subject to the District's approval of the Construction Budget and the funding of the construction phase Engineering Fees and Construction Costs in the Joint Construction Account pursuant to and in accordance with Section 3.2 of this Agreement, within thirty (30) days of receipt of any necessary permits or amendments to existing permits required and all plan approvals, the Authority shall advertise for or solicit bids, as and if required, for the construction of the Erosion Control Facilities pursuant to the construction contract procurement laws of the State of Texas applicable to the Authority. As soon as practicable following receipt of bids, a contract or contracts for the construction of the Erosion Control Facilities shall be entered into between the Authority and a construction contractor or contractors; provided, however, that the Authority shall not award a construction contract for the Erosion Control Facilities until the bid tabulation, if any, and recommendation of

award by the Project Engineer have been provided to the District and said award has been approved by the District, which approval shall not be unreasonably withheld, conditioned, or delayed. Following approval by the District, written confirmation of said award shall be provided by the Authority to the District within thirty (30) days following said award. The Authority shall be responsible for having the construction performed in a good and workmanlike manner and in accordance with the approved plans and specifications. The Authority shall administer the contract or contracts in accordance with all applicable governmental rules and regulations. Change orders to the contract or contracts which, in the aggregate with other change orders to date, increase the cost of the construction by the lesser of \$75,000 or ten-percent (10%) of the contract amount shall be submitted to the District for approval, which approval shall not be unreasonably withheld, conditioned or delayed. The District shall delegate to one of its members of the Board of Directors the authority to approve change orders on behalf of the District pursuant to the preceding sentence in this Section 2.5. The Authority shall approve all pay estimates and other invoices related to the construction of the Erosion Control Facilities prior to their payment, copies of which will be provided to the District.

Section 2.6 Inspection and Reports. The Authority shall make periodic observations of the construction of the Erosion Control Facilities during construction. The results of these observations shall be provided to the District. The District and the District Engineer shall have access to the construction site at all reasonable times and shall be provided with copies of all plans, specifications, contracts and change orders, if any, relating to the construction of the Erosion Control Facilities. The Authority shall make monthly reports to the District on the progress of construction.

Section 2.7 Conveyance of District Erosion Control Facilities to the District;  
Ownership of Authority Erosion Control Facilities.

2.7.1 Upon the completion of the construction of the Erosion Control Facilities, the Authority shall convey to the District all of the Authority' right, title, and interest in and to the District Erosion Control Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, restrictions, limitations and reservations (except for such restrictions, limitations and reservations which restrict the District Erosion Control Facilities for flood protection purposes), including liens for ad valorem taxes for the current year and payments due to construction contractors, laborers and materialmen (the foregoing collectively herein called "Encumbrances"); provided, however, the District may consent to any conveyance and sale with such Encumbrances which would not unreasonably interfere with the use by the District of the District Erosion Control Facilities. The Authority shall provide proof of title and proof that no Encumbrances exist as may be reasonably required by the District. The Authority shall be required to represent and warrant in the conveyance and bill of sale that (a) it has the full legal right and authority to make the conveyance and sale, (b) it has good and marketable title to the District Erosion Control Facilities, (c) it is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree or other restriction of any kind or character which would prevent the execution of the conveyance and bill of sale, (d) it is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which would prevent the execution of the conveyance and bill of sale, and (e) the person executing the conveyance and bill of sale on behalf of the Authority has full authority to do so without further action of the Authority. The conveyance shall be substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference.

2.7.2 Upon the completion of the construction of the Erosion Control Facilities, the Authority Erosion Control Facilities shall be owned by the Authority.

Section 2.8 Maintenance of the Erosion Control Facilities. Upon the completion of the construction of the Erosion Control Facilities, the District shall be responsible for the maintenance and repair of the Erosion Control Facilities, and the District shall maintain the Erosion Control Facilities in good condition for the benefit of itself and the Authority. The District and the Authority shall be responsible for their Proportionate Share of Maintenance Expenses. The District shall send invoices to the Authority for its Proportionate Share of Maintenance Expenses, and the Authority shall pay such invoices with forty-five (45) days of its receipt of any such invoice. Notwithstanding the foregoing, in the event of disrepair, a break, rupture, or other defect occurs with respect to the Erosion Control Facilities which could, in the reasonable determination of the Authority Engineer, endanger the integrity of the Erosion Control Facilities or prejudice the Authority's ability to protect the Grand Parkway Bridge, the Authority may provide notice of same to the District and, if the District fails to immediately repair or proceed with the repairs of such disrepair, break, rupture, or other defect, the Authority may, at its option, repair same and charge the District its Proportionate Share of such Maintenance Expenses, which expenses the District must pay to the Authority within forty-five (45) days of the District's receipt of an invoice therefor from the Authority.

Section 2.9 Acquisition of Easement by the District; Right of Entry.

2.9.1 The District and the Authority acknowledge and agree that, as of the Effective Date, the Erosion Control Facilities have not yet been completely designed and constructed, and, therefore, the exact location and layout for the Erosion Control Facilities have not yet been definitively determined. The District and the Authority further acknowledge and

agree that the Erosion Control Facilities cannot be completely designed and constructed without the District's acquisition of the Easement from the NTRCA. The District shall use commercially reasonable efforts to acquire the Easement from the NTRCA as soon as possible. If necessary, the District may use its power of eminent domain under Section 49.222 of the Texas Water Code, as amended, to acquire the Easement, consistent with the rights, remedies, and procedures of the Texas Property Code, Chapter 21, as amended, and the Landowner's Bill of Rights prescribed by the Texas Legislature in Section 402.031 of the Texas Government Code, as amended. Notwithstanding anything to the contrary in this Agreement, any obligation on the part of the District to deposit funds into the Joint Construction Account to pay for its Proportionate Share of the Engineering Fees and Construction Costs as provided in Article III of this Agreement shall be subject to and conditioned on the District's acquisition of the Easement from the NTRCA. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate and be of no force and effect if the District is unable to acquire the Easement from the NTRCA on or before July 31, 2017.

2.9.2 Subject to the District's acquisition and recording of the Easement in the Official Public Records of Real Property of Fort Bend County, Texas, the District hereby grants to the Authority the right to go over and across and use such portions of the "Easement Tracts," as such term is defined in the Easement, as shall be reasonably necessary to carry out (i) the construction of the Erosion Control Facilities and, to the extent necessary pursuant to Section 2.8 of this Agreement, (ii) the maintenance and/or repair of the Erosion Control Facilities. In connection with any pre-construction activities and/or the construction of the Erosion Control Facilities, the Authority shall not remove any trees in the Easement Tracts with a diameter of six inches (6") or greater without first marking such trees to be removed, notifying the NTRCA of

such markings, and conferring with the NTRCA regarding the necessity of removing such marked trees; provided, however, that the final determination as to the necessity of removing such trees shall be made in the sole discretion of the Authority.

### **ARTICLE III**

#### **FUNDING OF ENGINEERING FEES AND CONSTRUCTION COSTS**

Section 3.1 Funding of Design Phase Engineering Fees. Subject to the Commission's approval of the District's application to use a portion of the First \$2 Million to pay the District's Proportionate Share of the estimated design phase Engineering Fees, within thirty (30) days following the District's approval of the Design Budget pursuant to and in accordance with Section 2.2 of this Agreement, both the Authority and the District shall, in the absence of other satisfactory arrangements between the Authority and the District, set aside and deposit into the Joint Construction Account their respective Proportionate Shares of the estimated design phase Engineering Fees, and said funds shall be used by the Authority for the sole purpose of funding the design of the Erosion Control Facilities. If at any time during the design phase, the District's Proportionate Share of the design phase Engineering Fees exceeds its deposit, the Authority may provide a written request to the District to fund such deficit and the District agrees to do so within forty-five (45) days of receiving the request. If at any time during the design phase, the Authority's Proportionate Share of the design phase Engineering Fees exceeds its deposit, the Authority shall promptly set aside and deposit into the Joint Construction Account a sufficient amount of money to fund such deficit.

Section 3.2 Funding of Construction Phase Engineering Fees and Construction Costs. Within thirty (30) day following the District's approval of the Construction Budget pursuant to and in accordance with Section 2.4.2 of this Agreement, (a) subject to the Commission's

approval of the District's application to use the balance of the First \$2 Million (over and above the District's Proportionate Share of the estimated design phase Engineering Fees) to partially pay the District's Proportionate Share of the estimated construction phase Engineering Fees and Construction Costs, the District shall, in the absence of other satisfactory arrangements between the Authority and the District, deposit into the Joint Construction Account the balance of the First \$2 Million (over and above the District's Proportionate Share of the estimated design phase Engineering Fees) to partially fund the District's Proportionate Share of the estimated construction phase Engineering Fees and Construction Costs as reflected in the accepted bid, and (b) the Authority shall, in the absence of other satisfactory arrangements between the Authority and the District, set aside and deposit into the Joint Construction Account a sum of money sufficient to pay for (x) the Authority's Proportionate Share of the estimated construction phase Engineering Fees and Construction Costs as reflected in the accepted bid and (y) the Funding Balance, and said funds shall be used by the Authority for the sole purpose of funding the construction of the Erosion Control Facilities. If at any time during the construction phase of the Erosion Control Facilities, the construction phase Engineering Fees and Construction Costs exceed the deposits in the Joint Construction Account, the Authority shall set aside and deposit into the Joint Construction Account a sufficient amount of money to fund such deficit; provided, however, that if the Authority is required to make such a deposit, the District's Proportionate Share of said additional deposit shall be added to the Funding Balance.

Section 3.3 District's Obligation to Repay the Authority for the Funding Balance.

The District shall repay to the Authority the full amount of the Funding Balance by the earlier of (a) ninety (90) days following the District's next sale of bonds, or (b) five (5) years from the Effective Date.

Section 3.3    Method of Payment for Engineering Fees and Construction Costs.

3.3.1    Pending their use for the appropriate purposes, any funds deposited into the Joint Construction Account as set forth above shall be invested as determined by the Authority, acting through Fort Bend County in compliance with applicable law, or shall be otherwise secured as required by applicable law.

3.3.2    In each month in which the Authority intends to pay a pay estimate, invoice or change order, Engineering Fees, or Construction Costs, the Authority will provide to the District copies of the monthly pay estimates, invoices, or change orders, the Project Engineer's recommendation for payment, and the cost allocation between the parties. The Authority or the Project Engineer will provide such documentation in advance of the Authority's payment of the monthly pay estimate, invoice or change order. The Authority shall pay each party's Proportionate Share of any pay estimate, invoice, or change order out of the Joint Construction Account. The District shall have full access to all of the Authority's and the Project Engineer's contracts, books, and records relating to the design and construction of the Erosion Control Facilities.

3.3.3    Within forty-five (45) days after the construction of the Erosion Control Facilities is certified complete by the Project Engineer, the Authority shall make a final accounting of all payments made, and shall make such adjustments as may be necessary and provide same to the District. Following such final accounting, any funds remaining in the Joint Construction Account following completion and payment of all Engineering Fees and Construction Costs of the Erosion Control Facilities shall be withdrawn from the Joint Construction Account and returned to the contributing party in accordance with their respective applicable Proportionate Shares; provided, however, that any such funds that would otherwise be

returned to the District shall instead be paid to the Authority to be applied against any Funding Balance owed by the District to the Authority if the District has not, within forty-five (45) days after the construction of the Erosion Control Facilities has been certified complete, repaid the Funding Balance to the Authority.

3.3.4 The Authority and the District each hereby covenant to make prompt payment of their respective Proportionate Shares as provided herein, without diminution, set-off or counterclaim. At the District's request, the Authority shall provide the District with full back up in the Authority's possession for all costs and invoices that the District's money will be used against.

## **ARTICLE IV**

### **ACCOUNTS, RECORDS AND INSURANCE**

Section 4.1 Establishment of Joint Construction Account. The Authority shall establish the Joint Construction Account with respect to the deposits to be made by the Authority and the District under this Agreement. Said account and the funds therein shall be kept separate and apart from all other accounts and funds of the Authority and from each other. All funds of the Authority and the District to pay Engineering Fees and Construction Costs for the Erosion Control Facilities pursuant to this Agreement shall be deposited into and paid from the Joint Construction Account.

Section 4.2 Security of Funds. Subject to the other specific requirements of this Agreement with respect to the deposit of funds, any cash balances in the Joint Construction Account shall be continuously secured in the manner required by the laws of the State of Texas applicable to the Authority as such laws now exist or may exist during the term of this Agreement.

Section 4.3 Earnings From Investments. The interest accruing on and any profits realized from investing monies in the Joint Construction Account shall be credited to the account from which such investment was made and allocated to each party based upon its Proportionate Share contributed.

Section 4.4 Accounts, Records, and Accounting Records. The Authority covenants and agrees that it will maintain books of records and accounts in which full, true, and proper entries will be made of all dealings, transactions, business, and any other matters which in any way affect or pertain to the Erosion Control Facilities, the allocation and application of the Engineering Fees and Constructions to the Erosion Control Facilities in the applicable Proportionate Shares, including the Funding Balance, and payment of the Engineering Fees and Construction Costs. Such books and accounts will be available for inspection by the District at reasonable hours and under reasonable circumstances.

Section 4.5 Insurance.

4.5.1. The Authority covenants that it will at all times keep insured the Authority Erosion Control Facilities and against liability as is the usual and customary practice of political subdivisions of the State of Texas operating like properties in similar locations under the same circumstances, with a responsible insurance company or companies, and against risk, accidents, or casualties for which and to the extent insurance is usually carried by said political subdivisions. All such policies shall be open to inspection by the District at all reasonable times. Further, at all times during the term of this Agreement, the Authority shall carry comprehensive general liability insurance against liability for bodily or personal injury or death of any person or damage to any property with a minimum amount of \$1,000,000 per occurrence and \$2,000,000

aggregate. The District shall be named as an additional insured in said general liability insurance policies.

4.5.2. The District covenants that it will at all times keep insured the District Erosion Control Facilities and against liability as is the usual and customary practice of political subdivisions of the State of Texas operating like properties in similar locations under the same circumstances, with a responsible insurance company or companies, and against risk, accidents, or casualties for which and to the extent insurance is usually carried by said political subdivisions. All such policies shall be open to inspection by the Authority at all reasonable times. Further, at all times during the term of this Agreement, the District shall carry comprehensive general liability insurance against liability for bodily or personal injury or death of any person or damage to any property with a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The Authority shall be named as an additional insured in said general liability insurance policies.

Section 4.6 Insurance Proceeds. In the event of any loss or damage to the Authority Erosion Control Facilities, the Authority covenants that it will reconstruct or repair the destroyed or damaged portion of the Authority Erosion Control Facilities and will apply the proceeds of the insurance policies covering such loss or damage solely for that purpose. The Authority covenants that it will begin such work or reconstruction or repair promptly after such loss or damage shall occur and will continue to properly complete the same as expeditiously as possible and will pay, or cause to be paid, all costs and expenses in connection therewith out of the insurance proceeds to the extent insurance proceeds are available. In the event of any loss or damage to the District Erosion Control Facilities, the District covenants that it will reconstruct or repair the destroyed or damaged portion of the District Erosion Control Facilities and will apply

the proceeds of the insurance policies covering such loss or damage solely for that purpose. The District covenants that it will begin such work or reconstruction or repair promptly after such loss or damage shall occur and will continue to properly complete the same as expeditiously as possible and will pay, or cause to be paid, all costs and expenses in connection therewith out of the insurance proceeds to the extent insurance proceeds are available.

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES**

Section 5.1 The Authority. The Authority represents and warrants to the District that as of the Effective Date that:

5.1.1 It is a local government corporation organized and operating under the laws of the State of Texas;

5.1.2 It has the full power, authority and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

5.1.3 The form, execution, delivery and performance by the Authority of this Agreement have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the Authority is a party or by which it or any of its properties may be bound; and

5.1.4 This Agreement is a legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms except that enforceability of the Authority's obligations hereunder may be limited by doctrines of immunity, bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.2    The District. The District represents and warrants to the Authority that as of the date hereof that:

5.2.1    It is a levee improvement district duly organized, validly existing and operating under the laws of the State of Texas;

5.2.2    It has the full power, authority and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

5.2.3    The form, execution, delivery and performance by the District of this Agreement have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the District is a party or by which it or any of its properties may be bound;

5.2.4    This Agreement is a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms except that enforceability of the District's obligations hereunder may be limited by doctrines of immunity, bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

## **ARTICLE VI**

### **INDEMNITIES AND RELEASES**

Section 6.1    Indemnities.

6.1.1. TO THE EXTENT PERMITTED BY LAW, THE DISTRICT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION AND/OR ADVERSARY OR ADMINISTRATIVE PROCEEDINGS OF ANY KIND OR NATURE FOR

ANY AND ALL LIABILITIES, DAMAGES, PENALTIES, EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND ALL OTHER DEFENSE COSTS AND INTEREST), FINES, AND LOSSES ARISING FROM, RELATED TO, OR RESULTING FROM, THE FAILURE OF THE DISTRICT EROSION CONTROL FACILITIES TO PROTECT THE DISTRICT'S LEVEE IMPROVEMENTS FROM EROSION OF THE NORTHERN BANK OF THE BRAZOS RIVER.

6.1.2. TO THE EXTENT PERMITTED BY LAW, THE AUTHORITY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION AND/OR ADVERSARY OR ADMINISTRATIVE PROCEEDINGS OF ANY KIND OR NATURE FOR ANY AND ALL LIABILITIES, DAMAGES, PENALTIES, EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND ALL OTHER DEFENSE COSTS AND INTEREST), FINES, AND LOSSES ARISING FROM, RELATED TO, OR RESULTING FROM, THE FAILURE OF THE AUTHORITY EROSION CONTROL FACILITIES TO PROTECT THE GRAND PARKWAY BRIDGE FROM EROSION OF THE NORTHERN BANK OF THE BRAZOS RIVER.

Section 6.2    Releases.

6.2.1. EXCEPT WITH RESPECT TO THE AUTHORITY'S INDEMNITY OBLIGATION TO THE DISTRICT PURSUANT TO SECTION 6.1.2 OF THIS AGREEMENT, THE DISTRICT HEREBY RELEASES THE AUTHORITY INDEMNIFIED PARTIES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR RESULTANT FROM THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE AUTHORITY, ITS

AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, AND/OR CONTRACTORS. THE FOREGOING RELEASE PROVISION DOES NOT APPLY TO ANY INJURY, DEATH, DAMAGE OR LOSS CAUSED BY THE SOLE, CONTRIBUTORY, OR CONCURRENT NEGLIGENCE OF ANY OF THE AUTHORITY RELEASED PARTIES.

6.2.2. EXCEPT WITH RESPECT TO THE DISTRICT'S INDEMNITY OBLIGATION TO THE AUTHORITY PURSUANT TO SECTION 6.1.1 OF THIS AGREEMENT, THE AUTHORITY HEREBY RELEASES THE DISTRICT INDEMNIFIED PARTIES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR RESULTANT FROM THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE DISTRICT, ITS AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, AND/OR CONTRACTORS. THE FOREGOING RELEASE PROVISION DOES NOT APPLY TO ANY INJURY, DEATH, DAMAGE OR LOSS CAUSED BY THE SOLE, CONTRIBUTORY, OR CONCURRENT NEGLIGENCE OF ANY OF THE DISTRICT RELEASED PARTIES.

## **ARTICLE VII**

### **MISCELLANEOUS**

Section 7.1 Term. Unless terminated by mutual agreement of the parties hereto or as otherwise provided herein, this Agreement shall continue in force and effect for a period of forty (40) years from the Effective Date and shall automatically be extended for additional terms of five (5) years unless terminated by either party upon two (2) years prior written notice before the end of the then applicable term.

Section 7.2 Liability for Indebtedness. It is expressly understood and agreed that, except as otherwise provided in this Agreement, nothing in this Agreement has the effect of causing either party to assume, guarantee, or become in any way liable for any bond, warrant, note or other indebtedness or obligation of the other party.

Section 7.3 Approvals by Parties. Whenever this Agreement requires or permits approvals or consents to be hereafter given by either the Authority or the District, each of the Authority and the District agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Such approval or consent may be evidenced by an order or orders, a resolution or resolutions, or other appropriate action adopted by the Board of Directors of the Authority or the District, as applicable, in a meeting held in compliance with applicable law, or by an appropriate certificate or other writing executed by a Person, firm, or entity authorized to determine and give approval or consent on behalf of either the Authority or the District. Such approval or consent shall be effective without regard to whether given before or after the time required herein.

Section 7.4 Easements; Right of Entry. The Authority shall have a right of entry at reasonable times and upon reasonable notice in, over and across the lands, properties and facilities of the District for the purposes of making any inspections permitted by this Agreement, constructing the Erosion Control Facilities, and performing any other functions or duties authorized by this Agreement. The District shall have a right of entry at reasonable times and upon reasonable notice in, over and across the lands, properties and facilities of the Authority, including the Grand Parkway Right-of-Way, for the purposes of making any inspections permitted by this Agreement, maintaining the Erosion Control Facilities, and performing any other functions or duties authorized by this Agreement. Additionally, the parties acknowledge

and agree that, as of the Effective Date, the Erosion Control Facilities have not yet been designed and constructed, and, accordingly, the exact locations and layouts for such improvements have not yet been definitively determined. Accordingly, the parties agree to mutually cooperate in good faith with respect to the granting of easements or other rights-of-way necessary for the construction and subsequent maintenance of such improvements.

Section 7.5 Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money unless due to a general and widespread economic collapse or moratorium on banking activities within the United States of America or the State of Texas, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; and any other inability of either party, similar to those enumerated, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and

agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing third party or parties when such settlement is unfavorable to the party having the difficulty in the judgment of such party.

Section 7.6 Waiver of Governmental Immunity; Interlocal Agreement. The Authority and the District acknowledge and agree that this Agreement constitutes an agreement to provide goods and services to each other and is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s), as and if in effect. In accordance with Sections 271.152 and 271.153 thereof, to the extent limited, however, by the provisions thereof, the Authority and the District hereby waive any constitutional, statutory or common law right to sovereign or governmental immunity from suit and expressly consent to be sued to the extent necessary for the Authority and the District to enforce this Agreement against each other; provided, however, that (i) the Authority waives such rights only as to the District and this Agreement, and (ii) the District waives such rights only as to the Authority and this Agreement. The Authority and the District acknowledge and agree that this Agreement is enforceable against each other as an "interlocal contract" as defined by and pursuant to Chapter 791, Texas Government Code, as amended.

Section 7.7 Remedies Upon Default. In the event of breach or default by either party hereto of any term, covenant, condition or liability hereunder (and which breach or default continues for thirty (30) days after receipt of written notice from the non-breaching or non-defaulting party), the non-breaching or non-defaulting party shall have the right to pursue all legal or equitable remedies, including, but not limited to, the right of specific performance by

means of a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the breaching party or defaulting party to observe and perform the terms, covenants, obligations, conditions or liabilities prescribed in this Agreement.

Section 7.8 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by any other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

Section 7.9 Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made, or accepted by either party to the other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by hand delivery, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified as evidenced by a written receipt. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be:

If to the Authority: Board of Directors  
Fort Bend Grand Parkway Toll Road Authority  
c/o The Muller Law Group, PLLC  
16555 Southwest Freeway, Suite 200  
Sugar Land, Texas 77479

If to the District:      Board of Directors  
Fort Bend County Levee Improvement District No. 7  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 7.10 Amendment; Modification. This Agreement shall be subject to change, amendment or modification only with the mutual written consent of the Board of Directors of each of the parties hereto.

Section 7.11 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

Section 7.12 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any benefit or right upon any other Person.

Section 7.13 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any Person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to any other Person or circumstances shall not be affected thereby.

Section 7.14 Merger. This Agreement, together with the exhibits attached hereto and made a part hereof for all purposes, constitutes the entire agreement between the parties relative to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of which shall have the full force and effect of an original, but constituting only one instrument, as of the Effective Date.

[Signatures commence on the following page.]

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by Dr. James D. Condrey, DDS, Chairman of the Board of Directors of the Fort Bend Grand  
Parkway Toll Road Authority, a local government Texas corporation, on behalf of said  
corporation.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**EFFECTIVE DATE**

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

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

FORT BEND COUNTY LEVEE IMPROVEMENT  
DISTRICT NO. 7

By: \_\_\_\_\_  
Epifanio Salazar, Jr.  
Chairman, Board of Directors

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by Epifanio Salazar, Jr., Chairman of the Board of Directors of Fort Bend County Levee  
Improvement District No. 7, a political subdivision of the State of Texas, on behalf of said  
political subdivision.

\_\_\_\_\_  
Notary Public in and for  
the State of T E X A S

(SEAL)

## **EXHIBITS**

**Exhibit A - Depiction of Erosion Control Facilities**

**Exhibit B - Form of Conveyance**

**EXHIBIT A**

**DEPICTION OF EROSION CONTROL FACILITIES**

**EXHIBIT B**  
**FORM OF CONVEYANCE**

CONVEYANCE AND BILL OF SALE OF FACILITIES  
(Erosion Control Facilities)

THE STATE OF TEXAS     §  
                                      §     KNOW ALL PERSONS BY THESE PRESENTS THAT:  
COUNTY OF FORT BEND   §

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY ("Grantor"), whose address is 16555 Southwest Freeway, Suite 200, Sugar Land, Texas 77479, a local government corporation organized and operating under the laws of the State of Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7 ("Grantee"), whose address is 1300 Post Oak Boulevard, Suite 1400, Houston, Harris County, Texas 77056, a political subdivision of the State of Texas created under the provisions of Article XVI, Section 59, of the Texas Constitution, and operating pursuant to Chapters 49 and 57 of the Texas Water Code, as amended, and Chapter 7808 of the Texas Special District Local Laws Code, paying its "Proportionate Share" as defined in and pursuant to the terms and conditions of that certain Interlocal Agreement for the Design and Construction of Erosion Control Facilities between the Grantor and the Grantee dated \_\_\_\_\_, 2017 (the "Agreement"), has TRANSFERRED, BARGAINED, GRANTED, SOLD, CONVEYED, ASSIGNED, SET OVER and DELIVERED, and by these presents does TRANSFER, BARGAIN, GRANT, SELL, CONVEY, ASSIGN, SET OVER and DELIVER, to Grantee, its successors and assigns, all its right, title and interest in and to the "District Erosion Control Facilities" as defined in and pursuant to the terms and conditions of the Agreement, as depicted on Exhibit "1" attached hereto and incorporated herein by this reference, and all goods, appliances, and works incorporated as part of such facilities, and/or as listed and described in the Contract, as defined below (collectively referred to herein as the "Facilities"), constructed under that certain agreement dated \_\_\_\_\_, 20\_\_\_\_, between Grantor and \_\_\_\_\_, as amended or revised by any and all change orders (the "Contract"), providing for the construction of the Facilities, together with any and all benefits extending or services to be provided to the "Owner" (as defined in the Contract), including warranties and performance and payment bonds, under the Contract or relating to the Facilities, all of which are located within utility or other public easements or sites dedicated by plat or otherwise to Grantor, Grantee, Fort Bend County, another governmental entity, or the public generally and filed of record in the Official Public Records of Real Property of Fort Bend County, Texas, and which easements or sites are described in Exhibit "2" attached hereto and made a part hereof for all purposes. Except as otherwise provided in the Agreement, the conveyance and sale of the Facilities hereunder is made free and clear of all liens, claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations (except for restrictions, limitations and reservations which restrict the Facilities or said easements and sites for flood control purposes), and payments due to construction contractors, laborers and materialmen, affecting the Facilities.

TO HAVE AND TO HOLD the above-described Facilities together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described Facilities subject to the matters herein set forth, unto Grantee, its successors and

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor binds and obligates itself, its successors and assigns, to execute and deliver at the request of Grantee any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to Grantee of the Facilities.

Grantor, in addition to the other representations and warranties herein, specifically makes the following agreements, representations and warranties:

1. As of the date hereof Grantor has complied with all terms, provisions and covenants of, and performed all required services under, the Agreement related to the payment in full of fees, costs, and expenses related to the construction of the Facilities.
2. Grantor caused construction and installation of the Facilities conveyed and sold hereunder, the purchase of goods, and the performance of other services under the Agreement to be accomplished in accordance with the "Regulatory Requirements" as defined in and pursuant to the Agreement in effect at the time the Contract was executed and during such construction.
3. Grantor has the full legal right and authority to make the sale, transfer, and assignment herein provided.
4. Grantor has good and marketable title to the Facilities conveyed and sold hereunder, is not a party to any written or oral contract which adversely affects this conveyance and sale, and is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this conveyance and bill of sale.
5. Grantor is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which would prevent the execution of this conveyance and bill of sale.
6. The person executing this conveyance and bill of sale on behalf of Grantor has full authority to do so, and no further official action need be taken by Grantor to validate this conveyance and bill of sale.
7. There are no holders of liens against the Facilities.

The representations, warranties, covenants, and other agreements contained herein shall be deemed to be material and continuing, shall not be merged, and shall survive the closing of this transaction and the delivery of the Facilities, except as otherwise herein expressly provided.

The parties represent that neither has used any agent or broker to bring about this conveyance and sale and agree that no fee is due any agent or broker by reason hereof.

This conveyance and bill of sale may be executed in a number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this conveyance and bill of sale to be executed and delivered by their duly authorized officers.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FORT BEND GRAND PARKWAY TOLL ROAD  
AUTHORITY

By \_\_\_\_\_  
Chairman, Board of Directors

"Grantor"

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, Chairman of the Board of Directors of the Fort Bend Grand  
Parkway Toll Road Authority, a local government Texas corporation, on behalf of said  
corporation.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**EFFECTIVE DATE**

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

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

AGREED TO AND ACCEPTED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FORT BEND COUNTY LEVEE  
IMPROVEMENT NO. 7

By \_\_\_\_\_  
Chairman, Board of Directors

"Grantee"

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF FORT BEND    §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Chairman of the Board of Directors of Fort Bend County Levee Improvement District No. 7, on behalf of said district.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

## EXHIBIT "1"

[Depiction of the District Erosion Control Facilities]

EXHIBIT "2"

[Description of Easements or Sites]

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
AGREEMENT OF July 26, 2016  
FOR  
ENGINEERING SERVICES AGREEMENT for  
Fort Bend Grand Parkway Toll Road, Segment D, Brazos River Erosion Study**

This Supplemental Agreement is made and entered into this 19th day of April, 2017, and modifies the ENGINEERING SERVICES AGREEMENT made with Freese and Nichols, Inc., dated July 26, 2016 for the study of the Brazos River erosion at Segment D, as amended.

The agreement is hereby modified as follows:

1. The first sentence of Section 2.a is replaced with the following sentence:  
  
    “The Maximum Compensation under this contract is \$659,767.25.”
2. The second paragraph of Section 2.a is replaced with the following paragraph:  
  
    “Compensation for performance of services within the Scope of Services described in Attachment A, and Exhibit A-1 thru A-2 shall be in accordance with the billing rates shown in Attachment B. The compensation for additional services described in Exhibit A-2 is \$398,066.46 as shown in Exhibit B-2. Progress payments for work detailed in Attachment A and Exhibit A-1 thru A-2 will be made when the Contractor has attained a level of completion equal to or greater than the agreed upon milestones of completion in the reasonable opinion of FBGPTRA.”
3. The Scope of Services shown in Attachment A shall be expanded to include Exhibit A-2, attached hereto.
4. The Compensation for Scope of Services shown in Attachment B shall be expanded to include Exhibit B-2, attached hereto.
5. Section 3 is replaced with the following paragraph:  
  
    “It is understood and agreed that the time for performance of the Engineer’s services under this Agreement shall begin with receipt of the Notice to Proceed and end December 31, 2017.”

This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

**[Remainder of page intentionally left blank.]**

Supplemental Agreement No. 1  
To Agreement of July 26, 2016

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY, a local government Texas  
Corporation

By:

\_\_\_\_\_  
Dr. James D. Condrey, DDS  
Chairman, Board of Directors

ATTEST:

By \_\_\_\_\_  
Secretary, Board of Directors

By: Freese and Nichols, Inc.  
ENGINEER

By: \_\_\_\_\_

Name: Cody Cockroft, P.E.

Title: Vice President

**EFFECTIVE DATE**

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

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_



Innovative approaches  
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[www.freese.com](http://www.freese.com)

**EXHIBIT A-2**  
**Fort Bend Grand Parkway Toll Road Authority**  
**Brazos River SH 99 Grand Parkway Bridge Stopgap Measure Repairs**  
**Engineering Design and Procurement**  
**Scope of Services**  
**April 10, 2017**

Freese and Nichols, Inc. (FNI) presents this scope of work (SOW) for professional services concerning the Emergency Repairs for the northern abutment for the State Highway 99 Grand Parkway Bridge at Segment D as recommended in FNI's December 13, 2016 draft Preliminary Engineering Report titled, "Brazos River SH 99 Bank Erosion Preliminary Engineering report". The north and south banks of the Brazos River at the SH 99 bridge have sustained damage from the natural hydrodynamic forces of the Brazos River over time, but the severity of the damage has been escalated by recent historical flood events. These events, e.g., Memorial Day 2015, Memorial Day 2016, and Tax Day 2016 have greatly contributed to the loss of more than 100 feet of north bank adjacent to the bridge, and the continued degradation is projected to continue. This continuation places the north abutment of the bridge in jeopardy.

- In general, this SOW outlines the professional services required to design a tangent wall around the northern abutment of the bridge (existing geometry) as well as facilitate the expansion of the bridge in the future (by others). The Northern Abutment Tangent Wall: 75-ft to 100-ft deep by ~5' diameter tangent wall located adjacent to abutment 9 extending across the 300-ft ROW of the SH99 bridge. The east and west extent will likely be flanked in the northern direction to form a horseshoe pattern around the substructure. At each of the flank locations, an approximate 400-ft east and west extension will be included to protect the toe of the levee.

**TASK 1.00 Project Management / General Items (Basic Services)**

Project management and general items for the engineering design phase of the project will include:

1. Attend one kickoff meeting with the Client to discuss the scope, budget and schedule of the project, and to request required information from the Client.
2. Attend one pre-design site visit with the Client to investigate the site and determine changes to existing site conditions related to:
  - a. Previous geotechnical and environmental investigations access;
  - b. Construction constraints and river access
  - c. Items that may impact engineering design
3. Provide progress updates with the Client during the Engineering Design phase describing:
  - a. Completed action items
  - b. Project schedule updates
  - c. Requests for information from third parties
  - d. New action items
4. Site evaluation visits during design phase for soil erosion monitoring
5. Project coordination and scheduling
6. Coordination of 60%, 90% and Issued for Bid drawings and technical specifications to Client. Include also an Opinion of Probable Construction Cost for each milestone deliverable.
7. Provide for a topographic survey of the 300 ft ROW of the bridge along the northern bank.
8. Provide for a geotechnical exploration and laboratory analysis for three borings (two in the river and one near the northern abutment. See Terracon's proposal (attached).



**TASK 2.00 Engineering Design (Basic Services)**

FNI shall produce the 60%, 90% and Issued for Bid documents for project design components described above. The engineering design effort will provide details for the basis of design for the tangent wall for the northern abutment and will include complete Issue for Bid Plans and Technical Specifications. The engineering design will include:

1. Tangent Wall design north approach slab, including:
  - a. Civil Design:
    - i. Coordinate the geometric alignment of the wall with structural and geotechnical engineers which would produce the greatest benefit to the Client and the Client's partner with the understanding that the project's construction cost shall not exceed \$6,000,000
    - ii. Develop SWPPP plans and specifications
    - iii. Develop surface water drainage features to convey water away from the tangent wall
    - iv. Develop a below grade pressure relief well system or a chimney drain system for the tangent wall to reduce the hydrostatic pressures behind the wall. For the below grade pressure relief system, consider the application and costs associated with either a lower and upper interceptor system
  - b. Structural Design
    - i. Coordinate with Geotechnical and Civil and Client with regards to preferred design at bridge.
    - ii. Each side of bridge coordinate with Geotechnical and Civil for preferred wall layout and design.
    - iii. Based on input from Geotechnical and Civil Design effort, design a tangent pile wall members.
    - iv. Develop and implement structural model analysis
    - v. Provide structural details for necessary elements
  - c. Geotechnical Design
    - i. Provide geometric/constructive evaluation of the preferred design
    - ii. Analyze soil investigation results to evaluate soil conditions and design parameters.
    - iii. Develop an LPILE model to design the tangent pile wall and evaluate its response under multiple loading conditions.
    - iv. Develop a GeoStudio model to analyze the global stability of the slope reinforced with designed tangent pile wall.

The 60 % design submittal is intended to ensure that funding limitations are not being exceeded and that the drawings, design analysis, and specifications are proceeding in accordance with the accelerated schedule and sufficient to obtain construction contractor input for constructability and approximate costs. The 60 % submittals will include: design analysis completed to 90%; wall layout and design drawings (plan sheets) showing wall length and tangent pile wall (drill shaft diameter, depth and spacing); drainage drawings completed to at least 50%; and 60% drawings addressing construction phasing and project quantities; and technical specifications completed to greater than 60% with potential special specifications identified.

The 90% design submittal represents complete construction ready project design plans and specifications except for the incorporation of any review comments resulting from the client review of the submittal and the FNI QAQC process. The 90% submittals may be signed and sealed and will include: design analysis with all Plans and Specification items, including layouts, details, quantities, and special specifications; all



backup material previously submitted and revised will be included, as necessary; all design calculations and explanatory material giving the design rationale for any design decisions.

**TASK 3.00 Project Procurement Services (Basic Services)**

FNI shall develop a Bid Documents Package sufficient for soliciting bids from general construction contractors. This does not include the Front End documents (Division 0 and Division 1). FNI will provide the technical specifications and the drawings to the Client and the Client will be responsible for coordinating the technical specifications with the Front End Documents. FNI shall:

1. Attend up to two (2) meetings during the bid phase with the client to discuss potential bidders, bidder Request for Information, addenda and Client questions as needed.
2. Client will maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
3. Assist the Client by responding to questions and interpreting bid documents. Client will facilitate the issuance of the responses to the bidders.
4. Assist the Client in conducting a pre-bid conference and site visit for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference.

The Bid Package submittal represents a complete design (design analysis, specifications, and drawings), including incorporating client review comments resulting from the review of the 90% design submittal and final FNI QAQC.

Note: FNI services would conclude at the tabulation and analysis of bids. FNI services do not include construction phase services which include issuance of conformed documents and Notice to Proceed.

**Deliverables**

1. 60% Design Documents (drawings and technical specifications) for construction of the preferred design alternative, (by June 15, 2017). This will include one (1) electronic copy.
2. 90% Documents (drawings and technical specifications) for construction of the preferred design alternative, (by July 15, 2017) pending Client's review comments of 60% Design Documents.
3. Bid Package (drawings and technical specifications) sufficient for construction procurement of the preferred design alternative, (by July 31, 2017) pending Client's review of 90% Design Documents.

**Lump Sum Fee Breakdown**

<b>TASK 1.00 Project Management / General Items</b>	<b>\$47,631</b>
<b>TASK 2.00 Tangent Wall Design</b>	<b>\$205,507</b>
<b>TASK 3.00 Bid Phase Services (Procurement)</b>	<b>\$7,366.24</b>
<b>Subconsultants</b>	
Geotechnical Investigation	\$89,010
Topographic Survey	\$27,500
Expenses	\$1,050
Contingency (to be used as agreed upon with FBGPTRA)	\$20,000

[illegible]

	Miles	B&W (sheet)	Color (sheet)	Binding	Hypisls	Total Exp.
<b>Expenses</b>	\$ .04 \$	.010 \$	.25 \$	.40		
Maple Side Yards Report / Printing	652	1,200	500	12	450	
Sutcland Expenses	\$ 342.08	\$ 120.00	\$ 125.00	\$ 4.80	\$ 450.00	\$ 1,062

**EXHIBIT B-2**  
SUMMARY  
COMPENSATION FOR SCOPE OF SERVICES  
LUMP SUM

TASK	Freese & Nichols	Terracon	Gorrondonna	Totals
1 Project Management	\$47,631.01	\$0.00	\$0.00	\$47,631.01
2 Tangent Wall Design	\$205,507.33	\$0.00	\$0.00	\$205,507.33
3 Procurement	\$7,366.24	\$0.00	\$0.00	\$7,366.24
4 Geotechnical Investigation	\$0.00	\$89,010.00	\$0.00	\$89,010.00
5 Topographic Survey	\$0.00	\$0.00	\$27,500.00	\$27,500.00
6 Contingency	\$20,000.00			\$20,000.00
Expenses	\$1,051.88			\$1,051.88
<b>TOTALS</b>	<b>\$281,556.46</b>	<b>\$89,010.00</b>	<b>\$27,500.00</b>	<b>\$398,066.46</b>

Project Plan Set Index

- Sheet Description
- 1 Cover Page
  - 2 Vicinity Map
  - 3 General Notes
  - 4 Special Notes
  - 5 Plan View and Elevations
  - 6 Details, Plan and Elevations
  - 7 Details, Plan and Elevations
  - 8 Details, Plan and Elevations
  - 9 Surface Drainage - Civil
  - 10 Surface Internal
  - 11 Geotechnical Details
  - 12 Structural Details