

MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into on February 21, 2022 ("Effective Date") by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation ("Authority"), and SWC GROUP, L.P., ("Contractor").

RECITALS

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

The Authority and Contractor (collectively, "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; and

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

I.

SERVICES

Section 1.01. Services. Contractor shall perform services for the Authority provided in **Exhibit A** of this Agreement ("Services"), and Contractor shall be compensated for Services duly approved in the manner set forth in Article II of this Agreement. Contractor may not deviate from approved Services without the prior written consent of the Authority's Board of Directors ("Board") or its designee.

Section 1.02: Equipment, Tools, Labor. Contractor shall furnish the necessary labor and use its own equipment and tools necessary to perform the Services. Contractor shall be responsible for the maintenance of said equipment and tools and **shall hold the Authority harmless from any damage or repairs to the equipment caused by or related to the performance by Contractor of the Services.**

II.

COMPENSATION

Section 2.01. Payment for Services. In consideration for the Services, the Authority will pay the Contractor as described in **Exhibit B** of this Agreement. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the Authority. These monthly invoices must be submitted to the Authority no later than 5 calendar days after month's end.

Such invoices shall be sent to the Authority's bookkeeper and Authority's manager:

Authority's Bookkeeper

Ms. Kristina Dowling

Mike Stone & Associates

1950 Lockwood Bypass

Richmond, Texas 77469

Phone: (832) 924-8757

Email: KristinaDowling@MikeStoneAssociates.com

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

If Authority, in good faith, disputes the accuracy of the amount invoiced, Authority shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. In the event the Parties are unable to resolve such dispute, Contractor may pursue any remedy available at law or in equity to enforce its rights under this Agreement.

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

III. GENERAL CONDITIONS

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

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

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the insurance coverage set forth in **Exhibit C** is in full force and effect, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery for any liability arising under this Agreement. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.

- A. Waiver of Subrogation in Favor of Authority. The parties intend that none of Contractor's insurers shall subrogate against the Authority. Accordingly, Contractor agrees to cause its insurers, including insurers underwriting the policies required above, to waive subrogation against Authority. For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor for any loss, damage or liability that is covered by Contractor's insurance,

regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of the Authority. The foregoing release is effective even if Contractor fails to obtain the required insurance.

- B. Notice of Cancellation, Modification or Impairment of Limits. The policies required above shall be endorsed to provide that they will not be canceled, or the coverage thereunder materially changed, without at least seven (7) days prior written notice to the Authority.
- C. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate or knowingly permit to be violated any condition of the insurance policies required above. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the services or work under this Agreement, with a copy to the Authority.
- D. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not the Authority, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above. The maximum deductible or self-insured retention amount for any insurance provided under this Agreement is \$500,000. If the policy provides for deductibles, the policy documents shall provide that the insurer will be responsible for collection of the deductible from the insured in connection with any claim.
- E. Non-waiver — No Limitation of Authority's Rights. Contractor unilaterally undertakes the obligation to comply with the foregoing provisions of this Section 3.03. The Authority may, in its sole discretion, comment on Contractor's insurance or furnished certificates of insurance but the Authority has no obligation to do so. Accordingly, the Authority's knowledge or belief concerning deficiencies, or possible deficiencies, in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to the Authority, shall not affect the Authority's rights and shall not result in a waiver or otherwise limit or impair the remedies available to the Authority for Contractor's failure to comply with the requirements of this Section. Nothing contained in this Section shall restrict, limit, impair or waive the Authority's rights or Contractor's responsibilities to the Authority under the other terms of this Agreement or otherwise under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude the Authority from recovery against Contractor for any liability arising under this Agreement or otherwise.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, MANAGERS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY REASONABLE ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR

ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR. IN THE EVENT THE INJURY OR DAMAGE IS CAUSED BY JOINT OR CONCURRENT NEGLIGENCE OF THE CONTRACTOR AND THE AUTHORITY, THE LOSS OR EXPENSE SHALL BE BORNE BY EACH PARTY IN PROPORTION TO ITS DEGREE OF NEGLIGENCE.

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

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

Section 3.04. Term and Termination. The Authority may terminate this Agreement at any time without cause upon thirty (30) days written notice to the Contractor. Contractor may terminate this Agreement at any time without cause upon ninety (90) days written notice to the Authority. Contractor shall be entitled to payment for work performed or material, equipment or supplies furnished prior to such termination. Following termination of this Agreement, if any invoice remains unpaid, regardless of whether the invoice is disputed by Authority, Contractor may pursue any remedy available at law or in equity to enforce its rights under this Agreement. The Authority does not waive any other remedy allowed under Texas law.

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

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

Section 3.07. Contracting Information. To the extent this Agreement represents a contract for goods or services within the meaning of Section 552.371 of the Texas Government Code, as amended, Contractor represents and warrants that it will (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Authority through the term of this Agreement, (ii) promptly provide to the Authority any contracting information related to this Agreement that is in the Contractor's custody or possession on request of the Authority, and (iii) upon completion of the term of this Agreement, either (a) provide at no cost to the Authority all contracting information related to this Agreement that is in the Contractor's

custody or possession or (b) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the Authority. The term "contracting information" as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code, as amended.

Section 3.08. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.09. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate records and documentation satisfactory to the Authority to support the changes and expenses related to all Services performed hereunder and to maintain such records and documentation for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

Section 3.10. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Services. Contractor will transfer all manufacturers' warranties to the Authority.

Section 3.11. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion.

Section 3.12. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 3.13. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or local governmental authority or any civil or military agency (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.14. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.15. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Authority is located. Any suit arising out of this agreement must be brought in Fort Bend County.

Section 3.16. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or

waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.17. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.18. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 3.19. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Any required notices may be given by first class mail, postage prepaid, or by overnight delivery service to the address set forth below:

Fort Bend Grand Parkway Toll Road Authority
c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478
Attention: Richard L. Muller, Jr.

SWC GROUP, L.P.
4120 International Pkwy
Suite 1100
Carrollton, TX 75007
Attn: Jeff Hazzard

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

Section 3.20. Form 1295. Prior to execution of this Agreement by the Authority, the Contractor will be required to submit a Texas Ethics Commission Form 1295. For details related to this disclosure, please see: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 3.21. Boycott Israel; Companies Engaged in Business with China, Iran, North Korea, or Russia. Contractor certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

Section 3.22. Contract Interpretation. The parties hereto agree that the Contract shall not be construed against any party hereto on the basis that such party did or did not draft the Contract. The section headings used herein are for convenience only and shall not affect the construction or terms hereof. To the extent applicable to the Project, if there is an irreconcilable conflict between the Contract, permits for the Work from governmental authorities as may be required by law (collectively, "Permits"), and plans and technical specifications (collectively, "Plans and Specifications"), the document highest in precedence shall control, but except in such event and to avoid such conflict, every construction of provisions shall be that each is in aid to, or supplementary to or complementary of, each other provision, to control and secure for Authority the completion of the entire Work in an expeditious, orderly, and coordinated manner. The precedence, from highest to lowest, shall be in the following order:

- a. Permits
- b. Contract
- c. Plans and Specifications

In the event of any discrepancies between the Plans and Specifications, or likewise, in the event of any doubt as to the meaning and intent of any portion of the Contract or the Plans and Specifications, the Authority's Manager and/or Engineer shall define that which is intended to apply to the Work.

Section 3.23. Cumulative Rights and Remedies. The rights and remedies of Authority provided in the Contract shall be cumulative of and not in lieu of all other rights and remedies available to Authority at law or in equity. It is expressly agreed that exercise of a right or pursuit by Authority of any one or more of the remedies provided in the Contract or otherwise available at law or in equity shall not constitute an election of remedies by Authority or forfeiture of any other right of Authority.

Section 3.24 Exhibits. All Work shall be done and all materials furnished in strict conformity with the Contract and the Plans and Specifications, all of which are hereto attached (or considered as if attached) and are hereby made a part of this Contract.

[EXECUTION PAGE FOLLOWS]

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

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

By:  _____

Print Name: Shoukat Dhanani

Title: Board Chairman

SWC GROUP, L.P., a limited partnership,
by SWC GP, LLC
a Limited Liability Company, its general partner

By:  _____

Print Name: Jeff Hurt

Title: CEO

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.: _____

EXHIBIT A

Collection Services

Southwest Credit Systems, LP (SWC) has been providing collection services for over 47 years to various Fortune 100 companies, utilities, and toll agencies. We ensure that those chosen to perform the services maintain the highest quality of character, and meet every requirement dictated by your standards. Our staff are ready to design, integrate and implement a superior solution that is highly effective, and exceeds the expectations dictated by Fort Bend County Toll Road Authority.

SWC is fully registered, licensed, and bonded to provide collection services in all 50 states, plus Puerto Rico. SWC abides by the Fair debt Collection Practices Act (FDCPA), the Telephone Consumer Protection Act (TCPA), as well as all federal and state regulations as required.

SWC can perform collection activities on post-judgment accounts as well as accounts in citation status. Pricing will be the same regardless of account status and will be based on a contingency fee.

Conducting Collection Calls/Emails/Texts

SWC will make the first contact attempt via phone, email or text (in this order depending on the contact data available) on the account minimally within the first three business days of receiving an account. Notices will be sent after NCOA and address verification scrubs are performed upon placement. Dialing campaigns are altered by time of day, day of week, and when history indicates right party connects is higher. SWC continuously monitors and evaluates the collection strategy implemented for each portfolio to ensure that it is always maximizing recovery dollars.

We also train our agents to utilize our interpreter software by Google which allows for seamless conversation by two people talking in different languages. In addition, the need to communicate via TTY, interpreter software, or via one of the omni-channel methods is part of offering an exceptional experience for your customers.

SWC utilizes the Human Clicker Initiator (HCI) platform from LiveVox to dial cell phones in a TCPA compliant manner. Each call is launched manually and meets the standards as applied by TCPA. SWC utilizes the predictive dialing and automated messaging capabilities of LiveVox for landline dialing strategies.

Consumers can call a dedicated 800 number in use solely for this contract, and a SWC representative will be available to assist during the hours of operations of 8am – 9pm CST Mon-Fri, and 8am – 3pm on Saturday. Consumers will also have access to a 24/7/365 IVR and customer portal on our website to make a payment.

SWC has been using IVR and predictive dialing technology for more than 13 years. Recently, we implemented Artificial Intelligence assisted IVR created a better experience and fewer calls transferred from the IVR to an agent.

We have a dedicated dialer management staff and a dedicated support team to handle all campaign generation, IVR, voice recording, data exchanges and telephony reporting. During the implementation process, the implementation team will document all the telephony requirements with the client. Those requirements will be translated into the telephony setup and tested by the vendor and dialer management staff before moving into production.

Quality Assurance and Quality Control

SWC makes sure that all QA is 'Customer Focused'. An often-used term in the industry; however, for SWC it is at the core of our corporate culture. SWC's QA solution records every call received and uses voice analytics as well as traditional quality monitoring to provide a score on every interaction. Our process includes calibration sessions with the client to make certain the desired tone and approach is established and understood. The training structure is designed to support the clients desired outcome.

SWC has designed and created an industry leading quality assurance and compliance system through our Customer Service contracts with NTTA to mitigate and manage risks. SWC Quality Assurance and Compliance Management Systems consist of:

- Policies and Procedures
- Training
- Technology
- Monitoring

Quality management requires the assistance of all employees and processes, thus there are multiple levels of quality assurance built into the management structures. This leads to a culture of many side-by-side training sessions, utilization of speech analytics, exception reporting and QA analysts who listen to calls, review accounts and also report trends. Furthermore, incentive/disincentive programs related to quality compensations become relevant. Most importantly, we have had success through the use of transparent KPI reporting being available to all levels of management. With this structure in place, a quality customer experience will naturally result.

To evaluate quality and compliance, our Quality Assurance program conducts internal audits continuously. These audits encompass all operational components including the following:

- Phone monitoring
- Screen capture auditing

- Text/SMS/email auditing
- Account history review
- Process quality

The Quality Assurance Program is overseen by members of Administration, Training, IT and Management organization to maximize quality and eliminate compliance issues. These audits are conducted to ensure quality and compliance in the following areas:

- Account Workflow and Work Standards
- Payment Activity
- Business Rule Adherence
- Active management of service levels and abandonment rates + contact rates from workforce management analysis

Importantly, the QA Program uses a combination of speech analytics software, human listening, and live monitoring to ensure that you are producing top agent QA results. Agents receive daily coaching and feedback from their managers and quality results can have a material impact on agent and manager compensation. QA exceptions are tracked in a non-conformity log which is maintained by our compliance group. Each non-conformity is assigned to an owner which manages the non-conformity through to completion. SWC conducts weekly QA meetings to review non-conformities and discuss trends.

SWC will manage your QA and compliance programs proactively to ensure continuing compliance. Compliance efforts require an ongoing commitment from all levels of management and are part of SWC's daily business operations.

SWC employs ACA International Certified Training Specialists and a full-time corporate Counsel. This team works closely with the internal quality assurance experts to develop extensive compliance policies and procedures and to ensure proper application.

SWC will record 100 percent of all calls.

SWC utilizes the Speech IQ Call Analytics Platform which scores all calls handled. Our auditing team utilizes Speech IQ to monitor consumer service representatives (CSR) adherence with speech analytics as a guide to train CSRs and develop your representatives on resolving accounts within a set time designation within the client specifics. CSRs are required to maintain a minimum quality assurance score on an ongoing basis.

EXHIBIT B

Pricing:

Contingency Fee: 20% of all tolls and fees collected.

EXHIBIT C

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

- a. Workers' Compensation Insurance covering liability arising out of SWC's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- b. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- c. Commercial General Liability Insurance with limits not less than:
 - Each occurrence: \$2,000,000
 - General aggregate: \$2,000,000
 - Products-Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
- d. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- e. Excess Liability: \$2,000,000/\$2,000,000.

SWC's insurance shall include the following endorsements:

- a. The Authority and the Authority's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of SWC's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- b. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the Authority. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.

- c. Inasmuch as Authority and SWC intend that all of SWC's insured loss and liabilities fall upon SWC's insurers, without recourse against Authority, SWC agrees to cause all of its policies of insurance maintained in force or procured by SWC to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Authority and its agents and employees.
- d. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and that neither SWC nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.
- e. SWC shall cause its subcontractors, including all persons hired by SWC who are not SWC's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).