

**SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT OF AUGUST 25, 2020
FOR
MASTER SERVICE AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 17th day of July, 2023, and modifies the MASTER SERVICE AGREEMENT effective August 25, 2020 (“Effective Date”) by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation (“Authority”), and USIC Locating Services, LLC, (“Contractor”).

The Agreement is hereby modified as follows:

1. In accordance with Section 3.04 of the Agreement, as amended hereby, the Authority hereby exercises the option to renew the Agreement for one year from August 25, 2023, extending the time for the Contractors performance of the Services under this Agreement to September 30, 2024.
2. In accordance with Section 3.04 of the Agreement, the Authority and Contractor approve a revised Pricing Sheet shown on the attached Exhibit B, which replaces the prior Exhibit B.

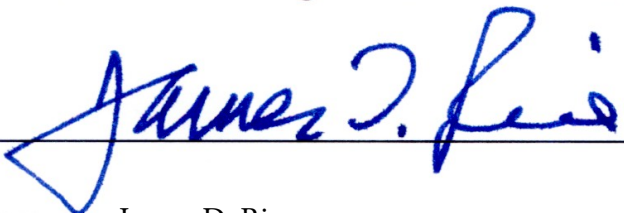
This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

[Remainder of page intentionally left blank.]

Supplemental Agreement No. 3
To Agreement of August 25, 2020

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.

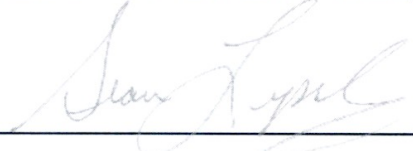
FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a local government Texas corporation

By: 

Name: James D. Rice

Title: Chairman

USIC LOCATING SERVICES, LLC

By: 

Name: Sean Lepsky

Title: VP of Regional & Inside Sales

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.: _____

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: _____

Name: _____

Title: _____

USIC LOCATING SERVICES, LLC

By:  _____

Name: Sean Lepsky _____

Title: VP of Regional & Inside Sales _____

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 B

Pricing Sheet

USIC Locating Services, LLC (“Contractor”) shall provide Services:

In the State of Texas

Member Codes (state One-Call CDC or Customer Description Codes): FBCTRA & GPTRA

• Per One Call Ticket	\$21.05
• Standard Hour Emergencies	\$35.09
• After Hour Emergencies	\$70.18 Flat Fee
• Project Locate	\$70.18 Flat Fee
• Site Surveillance	\$17.54 Per ¼ Hour
• Damage Investigation	\$321.65 Flat Fee

Pricing Definitions

Per One Call Ticket – All tickets for the Authority received from Texas811. Each ticket granted 30 minutes of locating time.

Project Locate – Locate that involves multiple addresses or requires more than 30 minutes to Locate Facilities at the excavation Site.

NOTE: Fee REPLACES the per ticket fee if the either of the two above requirements are met.

Site Surveillance – If the Authority requests that a contractor technician to be onsite to ensure the protection if the utility during excavation.

After Hour Emergencies – This service will be for After Hour Emergency Tickets that are called in between the hours 5:00pm - 8:00am, Monday - Friday and all-day Saturday & Sunday including Holidays.

NOTE: We **do not** charge for travel time / Flat Fee

Damage Investigation – Comprehensive damage investigation to assist in determining party at fault.

NOTE: Fee is WAIVED for At-fault contractor damages.

CONTRACTOR VERIFICATION STATEMENT

Reference is made to that certain Supplemental Agreement No. 3 (“Supplemental Agreement”) to Agreement of August 25, 2020, for MASTER SERVICE AGREEMENT by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation (“Authority”), and USIC Locating Services, LLC, (“Contractor”) dated effective as of the date shown below (as supplemented, the “Agreement”). In connection with the foregoing Agreement, Contractor hereby 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 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.

IN WITNESS WHEREOF, THE FOLLOWING INDIVIDUAL AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR HEREBY EXECUTES AND DELIVERS THIS VERIFICATION STATEMENT EFFECTIVE AS OF THE EFFECTIVE DATE OF THE SUPPLEMENTAL AGREEMENT:

USIC LOCATING SERVICES, LLC

By: 

Name: Sean Lepsky

Title: VP of Regional & Inside Sales