MASTER SERVICE AGREEMENT

This Master Service Agreement (this "Agreement") is entered into on October 22, 2019 (the "Effective Date") by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation (the "Authority"), and Suburban Land Services, LLC (the "Contractor").

RECITALS

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

WHEREAS, 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;

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 mowing and maintenance services described below and reflected in the attached **Exhibit A** ("Services") for the Authority from time to time as provided by this Agreement, and Contractor shall be compensated for Services duly approved in the manner set forth herein. In addition, approval of services not reflected in **Exhibit A** ("Additional Services") shall be evidenced by a separate written proposal or service order ("Job Order"), countersigned by the Authority or its designee, which shall describe the service to be performed, duration of performance, the location, and the fees. All fees described in the Job Order shall include charges for labor, materials, insurance, equipment, and any other items required to perform the work in the Additional Services. Contractor may not deviate from approved Services without the prior written consent of the 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.**

Section 1.03: Frequency of Services. Contractor shall perform the Services based on the schedule provided in **Exhibit A**, provided, however, the Authority or Authority Manager may modify the schedule based on actual conditions. Moreover, Contractor agrees to inform the Authority Manager if the frequency of Services should be altered. The Parties agree that the schedule attached in **Exhibit A** is intended to be a guide and best estimation of the frequency of Services to be performed during the term of this Agreement. Contractor acknowledges that the frequency of the services to be performed is estimated and the Authority can make no representations as to the actual number of times that Contractor will be requested to perform such services.

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 best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials, and equipment and to perform the Services in the most expeditious and economical manner. 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 following insurance coverage, 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 obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

A. Workers' Compensation Insurance covering liability arising out of Contractor'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:
    a. Each occurrence – $1,000,000
    b. General aggregate - $2,000,000
    c. Products-Completed Operations Aggregate - $2,000,000

d. Personal & Advertising Injury -$1,000,000

D. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 (combined)

E. Umbrella Liability: $2,000,000/$2,000,000.

Contractor'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 Contractor' 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 Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor 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 Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.

E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor'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).

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 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.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE AUTHORITY OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.

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 IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.

Section 3.04. Term and Termination.

This Agreement is for a two-year term and all pricing for all Services shall be firm for the two-year duration of the term beginning December 1, 2019 and ending November 30, 2021. The Contractor is required to perform the Services uniformly and consistently throughout the Agreement term. Continued poor performance of work or failure to perform will cause the Contractor to be declared in default of the Agreement. In the event the Contractor is declared in default, the Authority's sole remedies shall be either (i) terminate the Agreement, or (ii) give Contractor a notice to cure. After receiving a notice to cure, Contractor shall have thirty calendar days to cure the default. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

The Authority may request to renew the Agreement, at the same terms and conditions, and with future pricing revised according to the Consumer Price Index: CPI-U Based Price Adjustment Calculations for Houston, Texas. Renewals, if any, will be in one-year increments, not to exceed three years for the entire contract. Renewals will only be requested by the Authority if the Contractor is performing as expected. Contractor will be expected to execute a new Master Service Agreement if a renewal is requested by the Authority.

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, exhibits, or Job Orders 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 entities having jurisdiction over Contractor's services.

Section 3.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. 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 3.09. 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 shall transfer all manufacturers' warranties to the Authority.

Section 3.10. 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 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 3.12. 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 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 3.13. 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 3.14. 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.

Prior to execution of this Agreement by the Authority, the Contractor will be required to submit a Texas Ethics Commission Form 1295. Please see the below website for details related to this disclosure:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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, and (ii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code.

Section 3.15. 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 3.16. 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 3.17. 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 3.18. 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	Suburban Land Services, LLC
c/o The Muller Law Group, PLLC	_____
202 Century Square Boulevard	_____
Sugar Land, Texas 77478	_____
Attn: Richard Muller	Attn:_____

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.

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.

[EXECUTION PAGE FOLLOWS]

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

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

SUBURBAN LAND SERVICES, LLC

By: Brandon Bell
Print Name: Brandon Bell
Title: Managing Partner

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 – Scope of Services & Schedule

SCOPE OF SERVICE & SCHEDULE

The Contractor shall perform all landscape maintenance service in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted November 1, 2014, except as noted or revised below.

ROUGH-CUT MOWING & STRING TRIMMING

All rough-cut mowing will be performed as stated in TxDOT Standard Specifications – Item 730: Roadside Mowing. Rough-cut Mowing & String Trimming will be performed as the mowing type "Full-Width Mowing" (Item 730 – 3.2.2) and will be measured by the acre. Payment will be based on the unit price listed for Rough-Cut Mowing & String Trimming on **Attachment 1**. A complete Rough-Cut Mowing & String Trimming cycle will be performed monthly on all roads. The Plans Quantity Measurement of total acres is included on **Attachment 1** of the RFP. All loose grass clippings will be removed from pavement following each maintenance cycle.

FINISH-CUT MOWING & STRING TRIMMING

All finish-cut mowing will be performed as stated in TxDOT Standard Specifications – Item 745: Picnic Area Maintenance. Finish-cut Mowing & String Trimming will be performed as work method "Mowing, Edging, and Trimming" (Item 745 - 3.2.1) and will be measured by the acre. Payment will be based on the unit price listed for Finish-cut Mowing & String Trimming on **Attachment 1**. A complete Finish-cut Mowing & String Trimming will be performed 21 times per year based on the frequency chart included below. The Plans Quantity Measurement of total acres is included in **Attachment 1** of the RFP.

Finish-cut mowing & string trimming - Frequency Chart													
Grand Parkway	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**TOTAL**
Finish mowing & string trimming	1	1	2	2	2	2	2	2	2	2	2	1	21

TRAFFIC CONTROL

Barricades, signs and traffic handling will be performed as stated in TxDOT Standard Specifications – Item 502. Traffic control is considered as an incidental expense to all line items on the price form, and will not be paid as a separate item. Any work performed by the Contractor within the right-of-way may be subject to implementation of traffic control measures at the discretion of the Authority.

MOBILIZATION

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

TOLL CHARGES

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

STAFF AND VEHILCE IDENTIFICATION

Any staff, subcontractors, vehicles and machinery used by the Contractor for maintenance of the toll roads must have proper identification. The Contractor's staff must either wear uniforms with Contractor's company name and/or Identification (ID) tags worn by each staff and visible always. The Contractor's vehicles and machinery must also be identified with the Contractor's company name/logo easily visible and large enough to be seen within 50 feet of the vehicle.

STAFFING AND SUBCONTRACTORS

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

Key staff include but are not limited to Project Manager, Maintenance Supervisor, Traffic Control Supervisor and Field Supervisors. Key staff and subcontractors proposed by the Contractor cannot be replaced without prior written approval by the Authority. All key staff of the Contractor and subcontractors and at least one person in each crew must be able to effectively communicate both verbally and in writing in English.

The Contractor will not be allowed to utilize third tier subcontractors in response to this Proposal or to perform any work on the maintenance contract resulting from this Agreement.

Exhibit B – Compensation

ATTACHMENT 1 – PRICE FORM

Fort Bend County Toll Roads - Landscape Maintenance Services
Price Form

Base Items

Item	Location	Unit	Contact Qty.	Unit Cost	Freq.	Extended Cost
Rouch-cut Mowing & String Trimming	Grand Parkway	AC	198.5	$24.50	12	$58,359.00
Rouch-cut Mowing & String Trimming	Fort Bend Parkway	AC	176	$24.50	12	$51,744.00
Rouch-cut Mowing & String Trimming	Westpark Tollway	AC	159	$24.50	12	$46,746.00
Finish-cut Mowing & String Trimming	Grand Parkway	AC	55.5	$46.55	21	$54,254.00
				TOTAL BASE ITEMS:		$211,103.00

Contractor Information

Company: Suburban Land Services

Address: 4519 Lake Halbert Ln

City, State, ZIP: Richmond, TX 77406

Phone: 281-341-7785

Company Representative: Brandon Bell

Representative Phone: 281-785-0511

Representative Email: brandonb@suburbanlandservices.com

Signature: Brandon Bell

Date: 10/16/2019

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-552358

Date Filed:
10/17/2019

Date Acknowledged:
10/17/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Suburban Land Services LLC
Richmond, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1281
Mowing of Toll Roads (Fort Bend Toll Road, Grand Parkway, Westpark Tollway)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bell, Justin	Richmond, TX United States	X	
Bell, Brandon	Richmond, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)