

## MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is entered into on 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”).

### 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. 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 include 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: 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.

Section 1.03: 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 3 detailed monthly invoices (together with any back-up documentation requested by the Authority, including, but not limited to, copies of all completed and accepted/closed Job Orders), one for work performed

on each toll road, pursuant to this Agreement or any Job Order. These monthly invoices must be submitted to the Authority no later than 5 calendar days after month's end. All work completed under this Agreement is issued, tracked, approved, closed, and paid based on locate tickets transmitted from the Utility Notification Center ("Texas811") or Job Orders. All cost items in the monthly invoice must come from a locate ticket transmitted from Texas811 or a Job Order approved/closed by the Authority, or those costs will be rejected.

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](mailto:KristinaDowling@MikeStoneAssociates.com)

Authority's Manager

Mr. Michael Stone  
Mike Stone & Associates  
1950 Lockwood Bypass  
Richmond, Texas 77469  
Phone: (832) 735-7385  
Email: [MikeStone@MikeStoneAssociates.com](mailto:MikeStone@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 fails to pay any invoice pursuant to the payment terms set out in this section, then Contractor may give written notice describing such breach ("Notice of Default"). If such material breach is not curable or the Authority fails to pay Contractor's invoices within thirty (30) days following receipt of the Notice of Default then, at the option Contractor, this Agreement shall terminate, in addition to all the other rights and remedies available to the non-breaching party under this Agreement and at law and in equity.

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**, 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.

**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 CONTRACTOR AND 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.**

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 on the Effective Date. The Contractor is required to perform the Services of this Agreement 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 remedy shall be to terminate the Agreement after giving 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. Renewals will only be requested by the Authority if the Contractor is performing as expected. Contractor will be expected, but shall not be obligated, to execute a new 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 entity 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; Damage to the Authority's Property. 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.

Contractor will be responsible for paying the actual costs incurred by the Authority to repair any damage to any of the Authority's property caused as a result of Contractor not performing Services with reasonable accuracy ("Contractor at Fault Damage"); provided that Contractor bears no liability

for the Authority's failure to provide accurate maps, records, and/or prints, or any damage which arises from inaccurate maps, records, and/or prints.

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.

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  
c/o The Muller Law Group, PLLC  
202 Century Square Boulevard  
Sugar Land, Texas 77478  
Attention: Richard L. Muller, Jr.

USIC Locating Services, LLC  
9045 N. River Road #300  
Indianapolis, IN 46240  
Attn: Brian Wimberger

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

Section 3.21. Boycott Israel; Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. 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.

[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: *Shoukat Dhanani*  
Shoukat Dhanani (Aug 20, 2020 15:27 CDT)

Print Name: Shoukat Dhanani

Title: Board Chairman

USIC LOCATING SERVICES, LLC

By: *Brian Wimberger*

Print Name: Brian Wimberger

Title: VP-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 A**  
**Scope of Services**

USIC Locating Services, LLC (“Contractor”) will provide the services specifically set forth below.

**Fiber Optic Network Locate Services**

The Fort Bend Grand Parkway Toll Road Authority’s (“Authority”) fiber optic cable is registered with the Utility Notification Center (“Texas811”) via SHAPE files based on the construction as-builts. There is currently approximately 13 miles of fiber along the Authority’s roadways with future projects to be identified. The as-builts will be provided electronically to the contractor.

**Fiber Locate Services**

**Outside Plant Locate Services and Routine Surveillance**

The contractor shall be required to perform locate services including marking the physical location of buried plant in response to locate requests made by excavators through the Texas811 notification system. In addition, the contractor shall provide periodic on-site surveillance when excavation occurs near a locate service request as well as regular surveillance if so requested by the Authority.

- A. Texas811 Notification System: the Authority is a member. A copy of the agreement is available upon request if deemed necessary by the contractor.
- B. Locate Ticket Classifications: the contractor shall respond to the below ticket categories within the specified time frames on behalf of the Authority.
  - a. Standard Locate Request: Member facilities must respond by the end of the second full business day (end of day is considered 5pm CST). Business days exclude weekends and holidays.
  - b. Emergency Request: Notification requiring an immediate response due to an unforeseen excavation necessary in order to prevent a condition that poses a clear and immediate danger to life, health or property. Member facilities must respond within two (2) hours of notification. Time begins at the time that first contact is made for the location.
  - c. Cancel Locate Request: Request to terminate an existing ticket prior to the locate-by date.

**Minimum Ticket Processing Requirements**

The Authority has established that all locate tickets will be transmitted from Texas811 via e-mail. The contractor shall be responsible for verifying the work location of all locate tickets; as well as a process for reviewing all tickets to determine whether they are "clear" (no locates required) or the "locate by date" (per Texas 811, 48 hour mandate for all locates). Contractor will maintain a record of this process to include a ticket filing system (USIC TicketPro). The tickets shall be maintained for the period required by Texas State law. The Authority will have unlimited access, and unlimited accounts for the contractors “Customer Portal”. Portal access will be included with the quoted per ticket rate.

**Emergency Requests during Regular Business Hours (8:00am - 5:00pm, Monday through Friday)**

The contractor shall respond to emergency requests within two hours from receipt of ticket notification.

**Emergency Requests After Hours (5:00pm - 8:00am, Monday through Friday, Weekends, and Holidays)**

The contractor shall respond to emergency requests within two hours from receipt of ticket notification.

**Cancel Requests**

If a ticket being cancelled has already been identified as a "locate" the contractor shall make his best effort to prevent unnecessary locates.

## **Locate Ticket Procedures (Standard and Emergency Requests)**

### **Standard Locates**

The contractor shall be held responsible for providing accurate locates. Contractor shall use as-builts and any equipment necessary to provide accurate locates. All locates shall be done within the 48 hours from receipt of a ticket request.

### **Emergency Locates**

The contractor shall prioritize "emergency locates" during and after normal business hours. Contractor's response to emergency locates shall be complete within 2 hours from receipt of request from Texas811 or any other locate entity.

### **Locator Responsibilities**

The following is a list of minimum responsibilities;

- A. Contractor shall furnish all labor, materials, and equipment necessary to perform Locate Services for Authority within the Contract Service Area, except for the maps and records to be provided by the Authority. All Ticket transmittals to the contractor shall come directly from the One-Call center for the Contract Service Area.
- B. Upon receipt of a request for a Locate, contractor will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If the contractor determines that no field visit or Visual Examination is necessary, contractor will either notify excavator prior to the proposed excavation that the Authority's Facilities are not present or mark the excavation site in a manner to indicate that Authority's Facilities are not present at the proposed excavation site.
- C. If the contractor determines that there are underground Locatable Facilities present at the excavation site, the contractor will indicate the presence of those Facilities with appropriate Markings.
- D. The Authority agrees that the contractor will have the right to screen tickets via prints and other technology which eliminates the requirement for an in person visit to the Site. The Authority also agrees that, notwithstanding anything to the contrary contained in this Contract, the contractor will not be liable for any damages that occur because of incorrect prints.
- E. If the contractor determines that there are Unlocatable Facilities at the excavation site, it will notify the Authority and the Authority will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by excavator. The contractor will not be liable for any damages associated with an Unlocatable Facility.
- F. Any maps and records furnished by the Authority shall remain the property of the Authority. The contractor agrees to return all copies of such maps and records to the Authority upon the Authority's written consent or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract. All Authority's maps and records shall be kept confidential by the contractor unless
  - a. such maps and records were previously known to the contractor free of any obligation to keep them confidential;
  - b. such maps and records are given to the contractor by a third party not obligated to keep them confidential;
  - c. such maps and records become public without any act or omission of the contractor; or
  - d. otherwise, as required by law.

- G. The contractor shall perform the Services as an independent contractor and as such, the contractor has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services. Further, the contractor agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- H. The contractor shall comply with the provisions of all applicable permits and licenses relative to the Services to be performed hereunder.
- I. For all locate tickets that are in conflict with the system, the contractor shall contact the excavator to verify the exact nature of the work and the work start date. **Contractor will also advise excavator of the requirement of a permit to work in the right of way for all of the Authority's roadways.**

When authorized by the Authority, the contractor shall monitor the progress of work through contact with the excavator and/or regular site visit. The contractor shall be on site when excavation is performed over the duct, a bore crosses the duct, or any other activity of critical jeopardy to the system.

- J. When authorized by the Authority, the contractor shall verify that any excavator performing mechanical excavation is digging potholes, in accordance with the Authority's Standards, and immediately notify the Authority to report any Excavator not complying with standards that could jeopardize the Authority's network.

**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

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• Per One Call Ticket	\$18.00
• Standard Hour Emergencies	\$30.00
• After Hour Emergencies	\$60.00 Flat Fee
• Project Locate	\$60.00 Flat Fee
• Site Surveillance	\$15.00 Per ¼ Hour
• Damage Investigation	\$275.00 Flat Fee

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### **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.

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**EXHIBIT C**  
**Minimum Insurance Requirements**

The Contractor shall furnish certificates of insurance to the Authority 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 Contractor shall cause its insurance companies to provide the Authority with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Contractor shall obtain such insurance from such companies having a Bests 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 in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
  - \$2,000,000 general aggregate limit
  - \$1,000,000 each occurrence, combined single limit
  - \$2,000,000 aggregate Products, combined single limit
  - \$1,000,000 aggregate Personal Injury/Advertising Liability
  - \$50,000 Fire Legal Liability
  - \$5,000 Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The FBGPTRA and FBGPTRA shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Contractor shall contain a waiver of subrogation in favor of the FBGPTRA and the FBGPTRA.






# R3 - USIC MSA

Final Audit Report

2020-08-20

Created:	2020-08-20
By:	Keely Campbell (keely@mullerlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXq67SMk4A3UyYAfMDpXqYskHhSW4Pm84

## "R3 - USIC MSA" History

-  Document created by Keely Campbell (keely@mullerlawgroup.com)  
2020-08-20 - 7:18:16 PM GMT- IP address: 73.206.101.209
-  Document emailed to Shoukat Dhanani (sdhanani@gulshaninc.com) for signature  
2020-08-20 - 7:19:08 PM GMT
-  Email viewed by Shoukat Dhanani (sdhanani@gulshaninc.com)  
2020-08-20 - 8:25:09 PM GMT- IP address: 172.56.7.253
-  Document e-signed by Shoukat Dhanani (sdhanani@gulshaninc.com)  
Signature Date: 2020-08-20 - 8:27:28 PM GMT - Time Source: server- IP address: 209.94.71.30
-  Signed document emailed to Keely Campbell (keely@mullerlawgroup.com) and Shoukat Dhanani (sdhanani@gulshaninc.com)  
2020-08-20 - 8:27:28 PM GMT

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:**  
 2020-654425

**Date Filed:**  
 08/07/2020

**Date Acknowledged:**  
 08/20/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 USIC Locating Services, LLC  
 Indianapolis, IN 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.**  
 Fiber Optic Network Locating  
 The contractor shall be required to perform locate services including marking the physical location of buried plant in response to locate requests made by excavators via TX811 notification system.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	USIC Locating Services, LLC	Indianapolis, IN 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)