

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is made this ____ day of _____, 2022 by and between City of Saginaw, a Texas home-rule municipality, hereinafter referred to as the "CLIENT", having offices at 333 West McLeroy Boulevard, Saginaw, Texas, 76179, and Cobb, Fendley & Associates, Inc., hereinafter referred to as the "CONSULTANT", a company formed under the laws of the State of Texas and having offices at 13430 Northwest Freeway, Suite 1100, Houston, Texas 77040.

WHEREAS, the CLIENT desires to contract with the CONSULTANT from time to time to provide engineering and other professional services in accordance with Texas Gov't Code Ch. 2254; and

WHEREAS, the CONSULTANT is willing to provide such services on a nonexclusive basis; and

WHEREAS, this Agreement does not obligate CLIENT to order work from CONSULTANT, nor does it obligate CONSULTANT to accept orders for work, but it shall control and govern all work accepted by CONSULTANT under written Task Orders and shall define the rights, obligations, and liabilities of CLIENT and CONSULTANT during the term hereof with respect to the matters covered herein; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1 – TASK ORDERS

- 1.1 CLIENT may request CONSULTANT to perform services (Work) hereunder by issuing CONSULTANT a written Task Order, which shall set forth a Scope of Work including:
- a) The location of the Work Site;
 - b) The Work required to be performed, including any drawings, plans and/or specifications applicable to such Work;
 - c) The time limits within which such Work must be completed to CLIENT'S satisfaction;
 - d) The CLIENT'S office to which CONSULTANT is to render its invoice; and
 - e) Any other requirements applicable to such Work not inconsistent with the other terms and conditions of this Agreement.

Written Task Orders shall be substantially in the form of Attachment "A," attached hereto.

- 1.2 The CONSULTANT shall review the Task Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Task Order for CLIENT'S authorization.
- 1.3 CLIENT may also issue oral Task Orders to which CONSULTANT will respond with a written proposal.
- 1.4 Upon receipt of CLIENT'S written acceptance, the CONSULTANT shall commence the Work as detailed on the Task Order. Electronic communication (email, facsimile, etc.) of Task Orders will be accepted in certain situations to expedite the commencement of Work.
- 1.5 In the event of conflict between the requirement of a Task Order and this Agreement, the Agreement will, in all cases, take precedence, unless a variance is specifically noted and agreed to by both parties.

ARTICLE 2 – COMPENSATION

- 2.1 CONSULTANT will bill for its services as defined on the specific task order. Acceptable contracting methods include lump sum, cost plus, time and materials or other mutually agreeable method. Use of CONSULTANT-owned equipment will be billed in accordance with CONSULTANT'S standard fee schedule. The CONSULTANT'S pricing, unless otherwise stated, shall not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments, which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
- 2.2 CONSULTANT will submit monthly invoices for Services rendered. Payment terms are net thirty (30) days from date of invoice. If CLIENT objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute within thirty (30) days from the date of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice.
- 2.3 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, other than those amounts being disputed by CLIENT as provided in Section 2.2 above, then the amount due CONSULTANT will increase at the rate of 1.5% per month after the 10th day. In addition, CONSULTANT may, after giving seven (7) calendar days' written notice to CLIENT, suspend its Services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that payment in full is not received, CONSULTANT reserves the right to seek payment under the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251.

ARTICLE 3 – CLIENT'S RESPONSIBILITIES

- 3.1 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information available to CLIENT necessary for performance of the work and authorize CONSULTANT to obtain additional data as required. CONSULTANT will be entitled to use and rely upon all such information and services.
- 3.2 Where necessary to the performance of the work, CLIENT shall arrange for CONSULTANT access to any site or property.
- 3.3 In the event of scheduled, prearranged or mandated events, meetings, access to sites, delivery of documentation or other obligations, the responsibility of which the CLIENT has agreed to and upon which the CONSULTANT relied, and which events, meetings, entrees to sites, delivery of documentation or other obligations could not or did not take place, or were required to be rescheduled because of the failure of the CLIENT in the discharge of the CLIENT'S obligations, all reasonable direct costs associated with that rescheduling shall be borne by the CLIENT.
- 3.4 If the work involves excavations or drilling, it is the responsibility of the CLIENT to provide the CONSULTANT with assistance in locating underground structures or utilities in the vicinity of any exploration or investigations; provided, however, that in no event shall CLIENT be liable for any damage caused by CONSULTANT's failure to properly locate such underground structures or utilities.
- 3.5 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Work or within any structure thereon, certain sampling materials, such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, unless otherwise expressly provided in a Task Order, when sampling is included in the scope of services and when determined by CONSULTANT in its sole and exclusive judgment to be necessary based on CONSULTANT'S assessment of the degree of contamination, hazard, and risk, CONSULTANT will promptly inform CLIENT that containerization and labeling will be performed; will appropriately contain and label such materials; and will remove, transport and dispose of such material in accordance with all applicable laws.

ARTICLE 4 – PERFORMANCE OF SERVICE AND EXTENSION OF AGREEMENT

- 4.1 CONSULTANT shall perform the services at times and at locations as CLIENT may request. CONSULTANT represents that such services will be performed in a professional, timely, efficient and competent manner and in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CONSULTANT makes no other warranty, expressed or implied. CONSULTANT shall comply with all laws, rules, regulations and requirements of CLIENT and any applicable governmental authorities in connection with the performance of the services. In addition, CONSULTANT shall, at its own expense, obtain and maintain during the Term all necessary licenses, permits, approvals and other authorizations required in connection with performance of the services.
- 4.2 This Agreement shall commence on the date set forth above and shall automatically renew for subsequent one-year terms, unless otherwise terminated in accordance with the provisions of this Agreement. Any established rate schedules shall be subject to annual adjustments.
- 4.3 The dates of performance shall be interpreted as a material consideration in the Agreement.
- 4.4 The schedule and compensation may be influenced by the availability of information, public and regulatory agency concerns, weather, and numerous other factors that may not be foreseen during initial project planning. The CLIENT and CONSULTANT will negotiate in good faith and mutually agree on proposed schedule and costs changes as they occur, as appropriate.
- 4.5 Services additional to those set forth in the Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized. Costs for additional services beyond those shown in Task Order No. 1 may require City Council approval in accordance with the CLIENT'S ordinances and purchasing policies.
- 4.6 If any time period within or date by which any of CONSULTANT'S services are to be performed is exceeded for reasons outside of CONSULTANT'S reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5 – CONFIDENTIALITY

- 5.1 The CONSULTANT and the CLIENT (including the employees, officers, agents, and directors of the respective parties) shall treat as confidential and proprietary, and will not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work under this Agreement, any information whether verbal or written of any description whatsoever, (including any technical information, experience, or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, or operations, which may come within the knowledge of the parties in the performance of this Agreement, without in each instance securing the prior written consent of the other party. Nothing contained within this Article shall prevent either party from disclosing to others, or using in any manner, information which has been published and has become part of the public domain other than by acts, omissions, or fault of either party; has been furnished or made known to either party by third parties directly or indirectly; or was developed independently by either party.
- 5.2 In the event that either party shall be required by the Texas Public Information Act, an opinion of the Texas Attorney General, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of the notice, the party whose information may be disclosed shall have the right to interpose all objections to the disclosure.

ARTICLE 6 – STANDARD OF CARE

- 6.1 In generally performing professional services, CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 CONSULTANT makes no other warranty, expressed or implied.
- 6.3 CONSULTANT shall perform professional engineering services, (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ARTICLE 7 – INSURANCE

- 7.1 CONSULTANT shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage. All coverage except Professional Liability and Workers' Compensation will be amended to include CLIENT as an additional insured. Such certificates shall also provide a waiver of subrogation in favor of CLIENT for all policies.
 - a) WORKERS' COMPENSATION Insurance in amounts required by state law, including Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 per disease and \$1,000,000 policy limit on disease (or the state's minimum).
 - b) COMMERCIAL GENERAL LIABILITY Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with limits of minimum \$1,000,000 per occurrence and minimum \$1,000,000 aggregate.
 - c) COMMERCIAL AUTOMOBILE LIABILITY Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of minimum \$1,000,000 per occurrence for bodily injury and property damage.
 - d) PROFESSIONAL LIABILITY Insurance with a limit of minimum \$1,000,000 per claim and minimum \$1,000,000 aggregate.
- 7.2 The policies will provide that they may not be cancelled without at least thirty (30) days' prior written notice to CLIENT (10 days' notice for cancellation due to non-payment of premium). CONSULTANT will deliver to CLIENT satisfactory evidence of all such insurance upon the execution of this Agreement and at least seven (7) days prior to the expiration of any policy term.

ARTICLE 8 – INDEMNITY

8.1 To the fullest extent permitted by law, the CONSULTANT hereby agrees as follows:

- a) with regard to the professional services performed and to be performed hereunder by or through the CONSULTANT, CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by CONSULTANT's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the

negligence or willful misconduct of CONSULTANT. The CONSULTANT shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of CLIENT or their agents, or other independent contractors, or other consultants of CLIENT, or others who are directly responsible to CLIENT, or for defects in design or construction furnished by those persons and/or entities. This paragraph shall be read and construed in accordance with Texas Local Gov't Code Section 271.904, which shall supersede this paragraph in the event of a conflict; and

- b) with regard to any acts or omissions of the CONSULTANT in connection with this Agreement which do not comprise professional services, the CONSULTANT further agrees to indemnify, defend and hold harmless CLIENT from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the CONSULTANT, its consultants or subconsultants or anyone for whom the CONSULTANT is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the CONSULTANT (which is covered by Section "8.1a" above).

- 8.2 CLIENT agrees, to the fullest extent permitted by law, to release and hold CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's willful misconduct or negligent acts, errors or omissions. CLIENT is a Texas home-rule municipality and it shall not be obligated to fund any potential indemnity obligation by prior appropriation or the establishment of a sinking fund.
- 8.3 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

ARTICLE 9 – ALLOCATION OF RISK

- 9.1 To the fullest extent permitted by law, the total liability in the aggregate of CONSULTANT and its employees, subcontractors or suppliers to CLIENT and anyone claiming by, through or under CLIENT on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to CONSULTANT'S services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the compensation received by CONSULTANT for the Task Order upon which such liability is based, or the maximum amount of the CONSULTANT'S insurance coverage, whichever is greater.
- 9.2 In no event, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall any party, its employees, subcontractors or suppliers be liable for loss of profits or revenue; loss of use of any equipment or facilities; cost of capital; cost of purchased power; cost of substitute equipment, facilities or services; downtime costs; any special consequential, incidental or exemplary damages; or claims of customers of the other party.
- 9.3 If CONSULTANT furnishes CLIENT with advice or assistance concerning any products, systems or services, which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject CONSULTANT to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

ARTICLE 10 – OWNERSHIP OF DOCUMENTS

- 10.1 CONSULTANT agrees that the CLIENT shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by CONSULTANT pursuant to this Agreement. The CLIENT shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the CLIENT had prepared or acquired the same. The CLIENT agrees that all reports and other work the CONSULTANT provides, which are not paid for, will be returned or destroyed, subject to applicable records retention laws, by CLIENT upon demand and will not be used for any purpose whatsoever other than those purposes contemplated in this Agreement and any Task Order. CONSULTANT hereby assigns and agrees to assign to CLIENT all rights to inventions, trade secrets, copyrights and technical data developed, conceived or reduced to practice by CONSULTANT, alone or jointly with others, which directly result from services performed under this Agreement, including all documents, plans proposals, reports, programs, screens, forms, scripts, procedures, functions, analysis, data, ideas, specifications, descriptions, notes, and designs prepared or furnished by CONSULTANT, CLIENT or any other party in connection with the consulting assignment of the CONSULTANT pursuant to this Agreement. Such obligation to assign shall be effective during the Term and for one year thereafter, except such items that CONSULTANT can prove were conceived by CONSULTANT after the termination of this Agreement and not under circumstances contrary to any provision of this Agreement. CONSULTANT shall provide detailed written descriptions of any inventions, trade secrets, copyrights and technical data to be assigned as requested by CLIENT, and shall cooperate with CLIENT as needed in order to protect and enforce proprietary rights of CLIENT.
- 10.2 Any report prepared as part of the work will be prepared solely for use of the CLIENT. Other third parties are not to rely on the report unless both CONSULTANT and CLIENT consent in writing to such reliance. CONSULTANT may assess a charge in connection with documenting such consent.
- 10.3 CONSULTANT will prepare and perform the work according to the scope and purposes of this Agreement and Task Orders. To the extent that the work product is utilized in any manner outside the scope and purposes of this contract, CONSULTANT reserves the right to notify directly any third-party recipient of the limitations of the work product due to the scope and purposes of the contract under which it was prepared. It is expressly acknowledged that this reservation by CONSULTANT is necessary to protect and preserve CONSULTANT'S professional reputation with respect to its work product.

ARTICLE 11 – INDEPENDENT CONTRACTOR; AUTHORITY

- 11.1 This Agreement does not, and shall not be construed to, make CONSULTANT the agent or legal representative of CLIENT. CONSULTANT does not have, and shall disclaim, any right, power or authority to assume or create any obligations for, on behalf of, or in the name of CLIENT or to deal with CLIENT's property. CONSULTANT shall not incur or contract, or purport to incur or contract, any debt or obligation on behalf of CLIENT, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of CLIENT or be detrimental to CLIENT's good name and reputation. CONSULTANT shall not have any authority over any employee or officer of CLIENT, nor shall CLIENT be required in any manner to implement any plans or suggestions CONSULTANT may provide.

ARTICLE 12 – COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 12.1 The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 13 – SAFETY

- 13.1 The CLIENT shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CLIENT, as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

ARTICLE 14 – LITIGATION

- 14.1 At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CLIENT prior to providing testimony or producing documents or other evidence and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and expense in connection with such testimony or document and other evidentiary production. In the event the support services of CONSULTANT are required in connection with litigation instituted by or against the CLIENT, CLIENT agrees to obtain from CLIENT'S counsel, a fully executed Agreement for Expert Service.

ARTICLE 15 – NOTICE

- 15.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party that is shown on page 1 of this Agreement or to such other address as such party may designate.

ARTICLE 16 – TERMINATION

- 16.1 CLIENT reserves the right to delay the commencement of or suspend CONSULTANT's performance of any or all of the Work. The performance of Work under any individual Task Order may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior, written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CLIENT prior to the completion of services contemplated under any Task Order, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancelable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension. Additionally, and not withstanding anything in this Agreement to the contrary, CLIENT shall at all times have the right to terminate this Agreement by providing thirty (30) days prior written notice of such termination to CONSULTANT.

ARTICLE 17 – SEVERABILITY

- 17.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 18 – WAIVER

- 18.1 Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 19 – GOVERNING LAW; JURISDICTION

- 19.1 This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws principles of any jurisdiction. If any permitted suit, action or proceeding is brought in connection with this Agreement, exclusive venue for such suit, action or proceeding shall be in the courts in Tarrant County, Texas, and each party submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding.
- 19.2 In the event that either party must resort to legal action to enforce any provision of this Agreement, the non-prevailing party agrees to pay attorney fees and other costs resulting from such action.

ARTICLE 20 – ASSIGNMENTS AND DELEGATION; NO SUBCONTRACTORS

- 20.1 This Agreement may not be assigned or transferred by CONSULTANT, in whole or in part, nor may CONSULTANT delegate its duties under this Agreement, in whole or in part, in any of the foregoing circumstances without the prior written consent of CLIENT, and any assignment or delegation in violation of this Section shall be void. CLIENT shall have the right to assign this Agreement and any of its rights hereunder to any affiliate of CLIENT or as a part of a sale or transfer of the stock, assets or business of CLIENT or any substantial portion thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. CONSULTANT shall not engage any third parties or independent contractors to perform the services under this Agreement without the express written consent of CLIENT.

ARTICLE 21 – CAPTIONS

- 21.1 The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 22 – ENTIRE AGREEMENT

- 22.1 This Agreement, and the Task Orders, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

ARTICLE 23 – GOVERNMENTAL IMMUNITY

- 23.1 The parties acknowledge and agree that the CLIENT is entering into this Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the City of Saginaw and the general public, and nothing contained in the Agreement shall be construed as constituting a waiver of the CLIENT'S governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by Texas law. If a Court of competent jurisdiction determines that the CLIENT'S governmental immunity from suit or liability is waived in any manner, the CLIENT'S immunity from suit shall be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

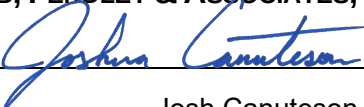
ARTICLE 24 – PUBLIC FUNDING

24.1 All payments by the CLIENT under the Agreement, including any provision in the Agreement relating to penalties, overages, interest, collections, or any other additional costs, must come from funds currently available to the CLIENT and shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the CLIENT'S Charter and Texas law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By: 

Printed Name: Josh Canuteson

Title: Vice President

Date: September 8, 2022

CLIENT:

CITY OF SAGINAW, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

TASK ORDER NO. 01

Pursuant and subject to the above captioned MSA dated between City of Saginaw, Texas (CLIENT) and Cobb, Fendley & Associates, Inc. (CONSULTANT). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: FM 156 @ E Industrial Blvd/Cantrell Sansom Rd
Work to Be Performed: Utility Adjustment Coordination Services
Drawings, plans, specifications (are) (are not) attached: Are not
Date and Time to Commence: Upon Notice to Proceed
Date and Time to Complete: Approximately 4-6 months after the Work to Be Performed commences
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): None
Invoice Mailing Instructions: _____
Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: \$41,402.00
Billing Terms: Hourly, according to Exhibit "B"

Scope of Work:
See Exhibit "C"

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT:

CITY OF SAGINAW, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____