

**MASTER SERVICE AGREEMENT**

**for**  
**Ongoing Professional Services**

**BETWEEN PELOTON LAND SOLUTIONS, INC. AND CITY OF GLEN ROSE, TEXAS**

This Master Service Agreement (this “**Agreement**”) is made and entered into on MAY 24, 2022, (“**Effective Date**”) by and among Peloton Land Solutions, Inc., a Texas corporation, having its principal office located at 9800 Hillwood Parkway, Suite 250, Fort Worth, Texas 76177 (“**Consultant**”) and City of Glen Rose, Somervell County, Texas, a municipal corporation, with its address at 201 Vernon St, Glen Rose, TX 76043 (“**Client**”). (Consultant and Client are also sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS**

Consultant is a full-service, multi-disciplinary design firm. Consultant offers in-house planning, design, civil engineering, survey, hydrology and hydraulics, landscape architecture, and environmental services;

Client is a municipal corporation that, from time to time, contracts for the professional services of planners, designers, engineers, surveyors, landscape architects, and others required to provide Public Works, Engineering, Planning, Design, Development, and Construction services, and other services, in the city;

Consultant desires to contract as an independent contractor for the performance of work and/or for the provision of services for the Client (collectively “**Services**”);

Consultant and Client anticipate executing a Work Order in the form attached as Exhibit A to this Master Agreement (each, a “**Work Order**”) for purposes of authorizing Consultant to proceed with certain Services on one or more projects;

Consultant and Client wish to enter into this Agreement in contemplation of their mutual agreement with respect to any future Work Orders executed for Consultant's Services; and

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

**1. TERM.** The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until terminated by any Party upon thirty (30) days prior notice to the other Party; provided, however, that if either Party requests termination of this Agreement, and if Consultant is then performing Services for Client pursuant to a Work Order (as defined below) and Consultant is not in breach of this Agreement, the effective date of such termination with respect to any such Work Order shall be thirty (30) days after completion of the Services provided under such Work Order, unless the Work Order is sooner terminated by a Party for an uncured material breach of that Work Order by one of the Parties; and provided further, that neither Party shall by the termination of this Agreement be relieved of any of its respective obligations and liabilities arising hereunder prior to the effective date of such termination. If a Party contends the other Party is in breach of this Agreement, the non-breaching Party will give the alleged breaching Party ten (10) calendar days' written notice of the alleged breaches and the opportunity to either diligently begin to cure or cure the alleged breaches.

**2. SCOPE OF AGREEMENT.**

a. Effective as of the Effective Date, this Agreement supersedes all prior master service agreements between the Parties or their predecessors.

b. At any time and from time to time during the term of this Agreement, when Client desires Services to be performed by Consultant, Client shall give Consultant a request for such Services. The request may be oral or in the form of a work request, purchase order, letter, signed field ticket, memorandum, electronic mail, or other documents (“**Work Request**”). If and when there is written agreement between Client and Consultant, signed by a representative of each, regarding the specific terms of the Work Request (“**Work Order**”), Consultant shall thereafter commence the performance of the Services in accordance with the terms and conditions of the Work Order and this Agreement. Commencement of the Services by Consultant shall be deemed to be when both parties have signed the Work Order. In the event of any inconsistency between the terms and conditions of any Work Order and this Agreement, the terms and conditions of this Agreement shall prevail and shall control. Additional services due to changes in the scope, design, quality, or budget of the subject Work Order/Services (“**Additional Services**”) must be approved on a written Change Order, which Change Order must be approved and executed by Client and Consultant prior to Consultant performing Services related to any such change.

c. Any and all Services performed by Consultant for the Client after the Effective Date of this Agreement shall be performed pursuant to the terms and conditions of this Agreement.

d. Nothing contained herein shall be construed to: (i) obligate Client to order Services from Consultant; nor (ii) obligate Consultant to accept a Work Request from Client.

### **3. REPRESENTATIONS AND WARRANTIES.**

a. Consultant represents and warrants that it is or will be properly licensed or otherwise authorized under all applicable federal, state, and local laws and regulations to perform all the Services under any Work Order to which it may agree. Consultant will perform the Services with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Consultant represents that it has the right, patent, license, or authority to use and apply any patented, patentable, otherwise protected, or unpatented device, process, formula, information, knowledge, trade secret, apparatus, or method furnished with the Services.

b. CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH SERVICES PROVIDED. Subject to the foregoing standard of care, Consultant (or its subconsultants as the case may be) may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

### **4. SERVICES OF CONSULTANT**

#### **a. Scope**

- i. Consultant's services will be detailed in a duly executed Work Order for each specific project. The general format of a Work Order is shown in Exhibit A attached to this Agreement. Each Work Order will indicate the specific services to be performed and deliverables to be provided.
- ii. If the Work Order contains Services during the Construction phase of a project ("Construction Services"), Consultant will not at any time supervise, direct, control, or have authority over any contractor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Further, Consultant will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements or any application, interpretation, or clarification of the construction contract other than those decisions made by Consultant.
- iii. If the Work Order requires Consultant to give opinions about construction costs or schedules, any opinions or estimates of costs or timing, including but not limited to opinions related to construction and materials, are estimates only and reflect Consultant's experience and judgment as a design professional familiar with the industry. Client acknowledges that Consultant has no control of the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, quantities, or market conditions. Consultant cannot and does not guarantee that proposals, bids, or construction costs will not vary from its opinion of cost. If Client requires greater assurance as to any cost, Client shall employ an independent cost estimator. If Client requires Consultant to revise its Design Document to bring costs within any limitation established by the Client, Consultant will be paid for such work as Additional Services.
- iv. If Client requests submission of early bid documents to contractors for bid purposes prior to completion of construction documents by Consultant and other design disciplines, or prior to governmental approvals, Client acknowledges that the potential exists for additional design and construction costs resulting from subsequent revisions, additions, and corrections to Consultant construction documents so as to conform to those of other design disciplines and/or governmental agencies.
- v. Consultant shall keep accounting books, records, receipts, time logs, etc. related to its performance of the Services and any expenses charged to Client hereunder in accordance with commonly accepted accounting and engineering industry practices and shall retain such records for a period of three (3) years following completion of the Services, or for such longer period as may be required by applicable law, and for so long thereafter as a dispute may exist between the Parties. Client and its designated representatives shall have the right at all reasonable times to inspect, copy, and audit the records pertaining to the Services rendered to it hereunder and/or the accuracy of any invoice or payment; provided, however, that Consultant shall have the right to exclude any trade secrets, formulas or processes from such inspection.

### **5. CITY'S RESPONSIBILITIES**

#### **a. General**

- i. Client shall have the responsibilities set forth herein and in each Work Order.
- ii. Client shall compensate Consultant as set forth in each Work Order.
- iii. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- iv. Client shall provide Consultant with any necessary access to the project site.

**6. PRICE.** In consideration of Consultant's satisfactory performance of the Services performed under a Work Request, the Client agrees to pay Consultant, as full and complete compensation for the performance of such Services, the price agreed upon in the Work Order, or such other price as may be agreed upon in writing by any Client and Consultant (“**Price**”).

**7. BILLING AND PAYMENT; RECORD KEEPING.**

a. Consultant will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of the date thereof. If Client fails to make any payment due Consultant for Services and Direct Expenses (as defined herein) within 30 days after the invoice's date, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

b. Consultant's invoice may include direct expenses (“**Direct Expenses**”), which include but are not limited to, standard mileage rates, material and printing incurred on or directly for the Services, will be invoiced on the basis of actual charges plus ten percent (10%) when provided by commercial sources or on the basis of usual commercial charges when furnished by Consultant. For technical or professional services subcontracted to Consultant, if included in the Work Order and invoiced through this Agreement, will be reimbursed at cost plus ten percent (10%).

c. Consultant's invoices shall identify all items related to the charges and shall provide appropriate documentation supporting the charges. All invoices shall be directed to the Client at the address listed below in Section 17, unless changed by the Client in writing.

d. Other than the terms contained herein, the Client agrees that the payment to Consultant is not subject to any contingency or condition.

e. If Client has a good-faith objection to an invoice, it must advise Consultant of each objection in writing within 14 days of Client's receipt of the invoice, or the Client's objections will be waived, and the invoice shall be deemed due and owing as set forth above. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of the date of the invoice. The parties will use best efforts to immediately resolve any amounts withheld due to a good faith dispute. If the dispute is not resolved in thirty (30) days from Client's notice of the disputed payment, as soon as practical, the parties will enter into mediation, with each Party paying its one-half of the mediation and mediator costs.

f. In the event of termination prior to completion of the Services under a Work Request, the Client shall pay Consultant for Services satisfactorily performed up to the effective date of termination (either at the Price agreed in the Work Request or, if the Price is a lump sum, an amount proportionately based upon the Price for Services satisfactorily completed) except to the extent any amounts owed are being contested in good faith by the Client, but such amounts are due immediately once Consultant evidences its right to payment of contested amounts, or for which the Client is not otherwise obligated to pay under the terms hereof, and the Client shall be relieved of any liability to Consultant for any Services performed after the effective date of such termination.

g. If Consultant initiates legal proceedings to collect payment and is successful, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost of any time devoted to such proceedings by its employees at standard hourly rates for each applicable billing class at Consultant's standard hourly billing rates.

**8. INDEPENDENT CONTRACTOR.**

a. It is understood and agreed that Consultant is an independent contractor in the performance of each and every part of this Agreement, and that Consultant's employees shall be subject to Consultant's sole and exclusive supervision, direction, and control, and shall not be deemed, in fact or in law, to be employees of Client. Client shall have the right generally to oversee and inspect the performance of the Services of Consultant to ensure the satisfactory completion thereof, it being understood and agreed that Client is not associated or connected with the actual performance or details of the Services to be performed pursuant to this Agreement, as Client is interested in and looking only to the end result to be accomplished. Consultant shall be solely liable for all labor, material, and other expenses in connection with Services performed by Consultant pursuant to this Agreement.

b. It is expressly agreed that neither Consultant nor any of Consultant's employees shall be entitled to any Client benefits normally extended by either a Client to its own employees and that the Price is the total consideration payable hereunder. Consultant understands and agrees that it and its employees shall in no way participate nor have any interest in any employee benefit plans or programs maintained by any Client, including without limitation, Medical Plan, Life Insurance Plan, or any other benefit plan or program that may be in effect at any time during the period covered by this Agreement or thereafter.

c. Consultant shall not be deemed by the terms of this Agreement or the use of any title to occupy the status of an employee, agent or representative of any Client or to have authority to represent to bind any Client or its parent, subsidiaries, or affiliates.

**9. OWNERSHIP OF DOCUMENTS.** All “design documents”, including but not limited to reports, plans, drawings, specifications, estimates, computer files or programs stored electronically, field data, or notes prepared by Consultant are exclusive to the Services described in this Agreement, are instruments of service for each project and may be used only if the Client has satisfied all of its obligations under this Agreement. Upon satisfaction of its obligations hereunder, Client may make and retain copies of design documents for information and reference in connection with use on the particular project by Client. Consultant grants Client a limited license to use the design documents on the applicable project, subject to receipt by Consultant of full payment for all services relating to preparation of the design documents and subject to the following limitations: (1) Client acknowledges that such design documents are not intended or represented to be suitable for use on the project unless completed by Consultant, or for any other use or purpose,

without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the design documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) CITY SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DESIGN DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY CONSULTANT; and (4) such limited license to Client shall not create any rights in third parties.

#### **10. INSURANCE.**

a. Except as otherwise provided herein, Consultant shall, at its sole cost and expense, procure and maintain in force at all times during the term hereof sufficient insurance or Client approved self-insurance as set forth in **Exhibit B**. Any changes to the insurance requirements may be set forth in a Work Order, and in that case, the Work Order will prevail over conflicting terms herein.

b. All insurance policies of Consultant related to the Services shall, to the extent of the risks and liabilities assumed by Consultant in this Agreement, (i) provide a minimum of thirty (30) days' notice to Client prior to cancellation or material change, (ii) except for Workers' Compensation coverage, name Client as an additional insured without respect to any limit in the insurance policy, (iii) contain a waiver of subrogation as to Client, and (iv) be considered primary insurance in relation to any other insurance providing coverage to any member of Client. The cost for any and all deductibles in Consultant's insurance from the insurer shall be solely for the account of Consultant.

c. Consultant shall furnish Client with Certificates of Insurance evidencing the insurance required herein. In the event that Consultant fails to provide Client with such certificates, Client has the right, but not the obligation, after five (5) days written notice to Consultant, to obtain insurance on behalf of Consultant, and to charge the cost to Consultant.

#### **11. LIMITS/WAIVER DAMAGES.**

- a. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for exemplary or punitive damages.
- b. To the fullest extent permitted by law, Client and Consultant:
  - i. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages including loss of use, profit or revenue, arising out of, resulting from, or in any way related to the Services or the applicable project, and
  - ii. Agree that Consultant's total liability to Client under this Agreement will be limited to the total amount of compensation received by Consultant under this Agreement.

**12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY.** When Client's representative designates, in writing, information as confidential information, Consultant agrees not to disclose such Confidential Information. This non-disclosure obligation does not apply to (a) information which is or becomes, through no fault of Consultant, public knowledge, or (b) Information that is or becomes available to Consultant without obligation of confidence from sources having the legal right to disclose the Information, the sources being other than Client, or (c) information that is already in Consultant's possession without secrecy, confidentiality or non-use obligation and was not received in anticipation of this Agreement. In the event Consultant is required by any subpoena or legally recognized order to disclose any of the Confidential Information, notice shall be made as soon as possible by overnight mail or email to Client. Client expressly reserve the right to interpose all objections it may have to disclosure of its Confidential Information.

**13. LIENS.** Consultant agrees to pay all just claims for labor and/or materials furnished to Consultant in connection with the performance of Services hereunder, and to allow no lien or charge for same to be filed against or fixed upon any property of Client; provided, however, that Consultant shall not be prevented from claiming, filing, or enforcing any bond rights when the rights thereto arise from a Client's failure to pay monies owed to Consultant. Except as provided in the preceding sentence, Consultant agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Client from and against any and all such claims and liens (including, without limitation, any legal or other fees incurred by the Client to have such claims and liens removed or satisfied, including investigation thereof).

#### **14. TAXES AND CLAIMS.**

a. Notwithstanding anything herein to the contrary, Consultant shall be responsible for and pay all taxes and duties levied or assessed on Consultant by any governmental authority in connection with or incident to the performance of this Agreement including, without limitation:

- i. All income, gross receipts, profits, gains, franchise, transportation and property taxes; and stamp duties, licenses, permits, sales, use, excise, consumption, entry or similar taxes; and any fines, penalties, interest or other fees assessed in connection therewith; and
- ii. All employment taxes and contributions imposed by law or trade union contractors or regulations with respect to or measured by the compensation (wages, salaries or other) paid to employees of Consultant, including without limitation, fringe

benefits tax, taxes and contribution for unemployment compensation insurance, social security, medical and health insurance, welfare funds, pension and annuities and disability insurance.

**15. GOVERNING LAW; VENUE; ATTORNEY FEES.** The laws of the State of Texas (without regard to any conflicts-of-law rules which would direct or refer to the laws of a different jurisdiction) shall, except as otherwise provided, govern the validity, construction, and enforcement of this Agreement and the rights and obligations of the Parties hereunder. The Parties agree that venue for any litigation between the Parties may be in any state or federal court of competent jurisdiction in the county in which the project is located. The prevailing Party in any dispute hereunder, in addition to actual damages and any other legal or equitable remedies to which it may be entitled, shall be entitled to recover reasonable attorney fees and costs from the non-prevailing Party.

**16. FORCE MAJEURE.** If either Party is rendered unable, in whole or in part, by reason of Force Majeure (as defined below) to carry out its obligations hereunder, other than the obligation to pay money, the Party claiming Force Majeure shall give the other Party prompt notice of same with reasonably complete particulars, and the obligations of the Parties, insofar as they are affected by the Force Majeure event, shall be suspended during, but no longer than, the continuance of the Force Majeure event. The Party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible; provided, however, that the foregoing shall not require a Party to settle labor disputes contrary to its wishes. The term “**Force Majeure**” shall mean any cause which is not due to the negligence and not reasonably within the control of the Party claiming Force Majeure after the exercise of due diligence.

**17. NOTICES.** All notices required or permitted to be given hereunder shall be in writing. Notices shall be given in person, or sent by courier, mail or email to the Party to be notified and to the attention of the appropriate representative of the Party at the address set forth below, or such other address as may be designated ten (10) days prior thereto by notice to the other Party. Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 PM or on a non-business day shall be deemed to be given the following business day; and provided further, that if notices cannot be given after reasonable effort at such address, notices shall be deemed constructively given three (3) days after being deposited in the United States mail, postage prepaid.

**CONSULTANT:**

**Peloton Land Solutions, Inc.**  
**9800 Hillwood Parkway, Suite 250**  
**Fort Worth, Texas 76117**  
**Attn: Abra Nusser, AICP**  
**Telephone: 972.339.8186 (c)**  
**Email: abra.nusser@pelotonland.com**

**CLIENT:**

**City of Glen Rose, Texas**  
**201 Vernon St**  
**Glen Rose, Texas 76043**  
**Attn: Michael Leamons**  
**Telephone: (254) 897-2272, ext 107**  
**Email: michael.leamons@glenrosetexas.org**

**18. MISCELLANEOUS.**

a. **Entirety.** This Agreement consists of this document and its attached Exhibits and Addendums, if any, which are hereby incorporated herein. This Agreement sets forth the entire and complete agreement of the Parties as to the subject matter hereof, and supersedes any and all proposals, negotiations, and representations of the Parties prior to the execution hereof, including without limitation, prior drafts of this Agreement. This Agreement supersedes any prior Master Service Agreements entered into between the Parties, although the Parties shall still be responsible under any such prior Master Service Agreements for any claims that have arisen under such Agreements from circumstances or events that occurred prior to the date hereof.

b. **Amendments.** No amendment, or modification of this Agreement, or any additional terms and conditions, shall be valid unless evidenced in a writing specifically identifying this Agreement and signed by a duly authorized representative of Consultant and a duly authorized representative of Client.

c. **Interpretation.** The Parties agree that each has had the opportunity to review this Agreement and seek advice of counsel and that this Agreement shall not be construed against one Party or the other as the drafter of this Agreement.

d. **Conflicts.** In the event of a conflict between the terms and conditions of this document and the Exhibits, or Addendums, if any, which form a part of this Agreement, this document shall prevail unless the change relates to an insurance obligation or express reference is made in such Exhibit or Addendum to amending specific provisions of this document and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client. In the event of a conflict between the terms and conditions of this Agreement and any subsequent documents, including without limitation, Work Requests, field work orders, work tickets, purchase orders, confirmations, invoices, statements, published rate or price schedules, or any other documents used by either Party in the normal course of business, the terms and conditions of this Agreement shall prevail unless express reference is made therein to amending specific provisions of this Agreement and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client.

e. Assignment. Neither Party shall assign this Agreement, nor subcontract the whole or any part of the Services to be performed hereunder, without the non-assigning Party's prior written consent. Consent to any such assignment or subcontract shall not relieve the assigning Party, or its surety if there be a surety, of any liability for the full and faithful performance of this Agreement according to all its terms and conditions. Any such assignment shall be made subject to all the terms and conditions of this Agreement, and no such assignment shall ever be construed to limit, decrease, or increase any of the rights or obligations of the non-assigning Party hereunder. Unless expressly provided otherwise, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Consultant to any Client contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and not for the benefit of any other party.

f. Waiver. No benefit, right or duty provided by this Agreement shall be deemed waived unless the waiver is reduced to writing, expressly refers to this Agreement, and is signed by both Parties. The waiver of one instance of any act, omission, condition, or requirement shall not constitute a continuing waiver unless specifically so stated in the aforesaid written waiver instrument. Further, a waiver by either Party of any one or more defaults by the other hereunder shall not operate as a waiver of any other defaults (whether past or future) of a like or of a different character.

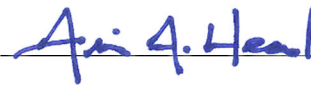
g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

h. Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the limitation of liability, warranty, and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder which are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

i. Authority of Executing Parties. Each of the persons executing this Agreement represents and warrants that they have full right and authority to execute this instrument on behalf of Client or Consultant, respectively, and to legally bind such Party to the fulfillment of all of the provisions hereof.

j. Partial Invalidity. In the event any provision (or portion thereof) of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it comply with said law, rule, or regulation, and this Agreement as so modified, shall remain in full force and effect. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

INTENDING TO BE LEGALLY BOUND, the Parties, or their duly authorized representatives, have executed this Agreement in multiple original counterparts, each of which shall be deemed to be an original document for all purposes, as of the date first written above, but effective as of the Effective Date.

<p><b>CONSULTANT:</b></p> <p><b>Peloton Land Solutions, Inc.</b></p> <p>Tax ID No. <u>27-1645426</u></p> <p>Signature: <u></u></p> <p>Name: <u>Aric Head, AICP</u></p> <p>Title: <u>Executive Vice President</u></p>	<p><b>CLIENT:</b></p> <p><b>City of Glen Rose, Texas</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>
---	---

**EXHIBIT A**  
**WORK ORDER #: PROJECT NAME**

Describing a Work Order between Peloton Land Solutions, Inc. (“Consultant”), and the City of Glen Rose, Texas (“Client”), in accordance with the terms of the Master Service Agreement for Ongoing Professional Services dated APRIL 12, 2022, which is incorporated herein by reference.

Client Project #: \_\_\_\_\_  
Peloton Project #: \_\_\_\_\_

THIS IS A WORK ORDER effective as of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”)

Between City of Glen Rose, Texas ("Client") and Peloton Land Solutions, Inc. (“Consultant”).

Project Name (“Project”): PROJECT NAME

---

Work under this Agreement is generally identified as follows:

*Purpose: Description.*

Services to be provided within this Scope of Work:

1. Services and task listing

Work Requests within this Scope of Work shall be documented via email from Client to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

---

**Basis of Payment— Lump Sum & Hourly Plus Direct Expenses**

In accordance with the terms of this Agreement, Client will compensate Peloton as follows (“Compensation”):

[dollar amount]

Lump Sum Services: The Compensation amount billed monthly for Lump Sum Services will be based upon Peloton's estimate of the percentage of the Services actually completed during the billing period

Hourly Services: The portion of the Compensation amount billed monthly for Hourly Services will be based upon an amount equal to the cumulative hours charged to the Project by each class of Peloton’s employees times standard hourly rates for each applicable billing class.

Direct Expenses: Direct Expenses and Peloton’s consultants’ charges, if any, will be billed on a monthly basis.

Peloton's standard hourly rates and Direct Expense rates are attached as Appendix 1.

---

IN WITNESS WHEREOF, the parties hereto have executed this Work Order, the Effective Date of which is indicated above.

Client

Peloton Land Solutions, Inc.

Template for Exhibit A – Not for Signature

BY \_\_\_\_\_ Title

BY \_\_\_\_\_ Title

Signature \_\_\_\_\_ Date

Signature \_\_\_\_\_ Date

**Appendix 1**

**Rate Schedule (2022)**

<b>Classification</b>	<b>Bill Rate Per Hour (Not Including OT)</b>
Project Principal .....	\$230 - 380
Sr. Project Manager .....	\$200 - 260
Project Manager .....	\$155 - 220
Sr. Civil Engineer .....	\$160 - 235
Civil Engineer .....	\$120 - 190
Sr. Civil Designer .....	\$130 - 220
Civil Designer .....	\$95 - 155
Engineer-In-Training .....	\$95 - 145
Engineering Intern .....	\$55 - 75
Sr. Planner .....	\$125 - 200
Planner .....	\$75 - 125
Planning Intern .....	\$50 - 60
CADD Technician .....	\$50 - 115
Sr. Survey RPLS .....	\$160 - 260
Survey RPLS .....	\$125 - 160
Sr. Survey Technician .....	\$105 - 150
Survey Technician .....	\$50 - 105
Party Chief .....	\$80 - 145
Instrument Man .....	\$50 - 100
Remote UAV Pilot .....	\$150 - 200
Construction Administrator .....	\$100 - 160
Sr. Environmental Scientist .....	\$130 - 190
Environmental Scientist .....	\$75 - 130
Certified Arborist .....	\$150 - 170
Sr. GIS Specialist .....	\$150 - 225
GIS Specialist .....	\$120 - 190
Landscape Architect .....	\$100 - 160
Project Accountant .....	\$90 - 140
Administrative Assistant .....	\$60 - 90

---

Rates for Direct Expenses are as follows:

Mileage (Auto) .....	IRS Std. Rate
Mileage (Field Truck) .....	IRS Std. Rate
Field Survey / GPS Equipment .....	\$200/day
Meals and Lodging .....	at cost x 1.10
Reprographics .....	at cost x 1.10
Other Direct Expenses .....	at cost x 1.10

---

*Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.*



## **EXHIBIT B**

### **Minimum Insurance Requirements To Be Maintained by Consultant**

#### **Consultant agrees to maintain the following insurance:**

Worker's Compensation Insurance as prescribed by applicable law.

Employer's Liability Insurance including insurance covering liability under the Longshoremen's and Harbor Worker's Act, the Jones Act and the Outer Continental Shelf Lands Act, if applicable. The limits of liability of such insurance shall be as prescribed by applicable law or if not prescribed by applicable law shall be not less than \$1,000,000 per occurrence.

Commercial or Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including the following supplementary coverage: (i) Contractual Liability to cover liability assumed under this Agreement, (ii) Product and Completed Operations Liability Insurance, (iii) Broad Form Property Damage Liability Insurance, and (iv) explosion, collapse and underground hazards. The limit of the liability for such insurance shall not be less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall not be less than \$1,000,000.

Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, with aggregate limit reinstated annually. The Professional Liability Insurance policy shall be written on a claims-made basis with retroactive coverage. Consultant will maintain this policy for a period of two (2) years after the completion of the Services at issue or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limited is provided, total coverage shall not be less than \$1,000,000.

Excess Liability or Umbrella insurance following form with the above coverage with limits of not less than \$2,000,000 for contractors who perform work solely on land based onshore, non-maritime locations.

The above insurance shall include a requirement that the insurer provide the other Party with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. Each Party shall provide the other Party with a certificate of insurance evidencing the above insurance policies upon request.