



MASTER SERVICES AGREEMENT

PREPARED FOR
CITY OF SEGUIN

OCTOBER 30, 2024

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is made between City of Sequin (the "Owner") and SCHNEIDER ENGINEERING LLC. dba SEnergy, (the "Consultant") and is effective as of the 30 day of October, 2024. Each of Owner and Consultant are referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Owner desires the Consultant to perform engineering or consulting services (the "Services"),

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the parties agree as follow:

1. SCOPE AND TERM OF SERVICES

1.1 Scope of Services. Consultant agrees to perform the Services designated by individual Work Orders as more specifically described in Exhibit A.

1.2 Term. This Agreement shall become effective as of the date hereof and shall remain in effect from year to year thereafter, provided, however, that this Agreement may be terminated at any time during the term hereof by either party giving thirty (30) days' notice in writing to the other of its intention to terminate. Upon such termination the Owner shall pay the Consultant for such services as may have been performed prior to such termination.

1.3 Subcontractors. Consultant shall obtain the consent of Owner before subcontracting any material component of the Services, such consent not to be unreasonably withheld by Owner.

2. SYSTEM DATA FURNISHED BY OWNER

2.1. Unless otherwise expressly stated in an applicable Statement of Work (SOW) or Work Order (Order), the Owner agrees to make available to Consultant the personnel and resources set forth in an applicable SOW or Order to enable Consultant to complete the Work. Consultant agrees to utilize such resources solely to fulfill the requirements of the SOW and Order, and for no other purpose. All resources provided to Consultant by Owner shall be immediately returned to Owner upon Owner's demand

2.2. Owner will use commercially reasonable efforts to perform its obligations as set forth in this Agreement and each Statement of Work or Order. Consultant's ability to provide the Work may depend on Owner's performance of certain required approvals, reviews, edits and notices within the time periods noted in this Agreement or an applicable SOW or Order.

3. OWNER FURNISHED PERSONNEL

The Owner shall furnish the services of qualified personnel whenever such services are required to obtain engineering information. Any tests or obtaining of data that requires working on energized equipment will be performed by qualified Owner personnel.

4. COMPENSATION

4.1 Rates. Owner shall pay Consultant the fees negotiated between the Parties as prescribed in each Work Order. If no rates or fees are stated in a Work Order, then the compensation for Services

performed by the Consultant under this Agreement shall be as stated in the rate schedule attached to this Agreement as Exhibit B.

4.2 Records. The Consultant shall maintain accurate records of all expenditures with respect to the Services performed under this Agreement. The records of expenditures shall be maintained in sufficient detail to serve as a basis for preparation of invoices of Consultant's fees and as a basis for the Owner's approval of such invoices. The Consultant shall submit an invoice to the Owner once a month for all compensation due hereunder.

4.3 Payment Terms. The Owner shall pay the Consultant within thirty (30) days after the date of the invoice. Invoices paid after thirty (30) days from the date of the invoice will be assessed a 1.5% per month late charge.

5. INSURANCE

Consultant shall carry and maintain during the performance of Services the insurance coverages set forth in the attached Exhibit C, unless Owner issues a letter to Consultant indicating that a particular type of insurance is not applicable to a given Work Order.

6. OWNERSHIP OF DOCUMENTS

All documents including original drawings, estimates, specifications, field notes, and data will remain the property of the Consultant as instruments of service. It is understood that the Owner shall have access to all such information with the right to make and retain copies of drawings and all other information. Any reuse without specific written consent from the Consultant will be at the Owner's sole risk and without liability or legal exposure to the Consultant.

7. WARRANTIES

7.1 Standard of Care. Consultant shall perform the Services in a good and workmanlike manner using reasonable care, due diligence and good faith. Consultant shall perform the Services as an independent contractor. Owner expressly acknowledges that Consultant makes no other warranties or guarantees, express or implied, regarding its professional services or its work products.

7.2 Limitation of Liability. In the event of default, error, or omission, in performing the Services (collectively "Defects") Consultant's liability under this Agreement shall be limited to only those Defects caused by Consultant's sole negligence. Consultant shall only be obligated to correct Defects by re-performing the defective portion of the Services at Consultant's sole cost provided that Consultant is notified by Owner in writing of such defect within one year after completion of Consultant's Services for that Work Order. Consultant shall be given reasonable time and opportunity to determine the cause of any claimed Defect (including opportunity for field inspection and tests) as well as the opportunity to assist Owner in mitigating the cost of required changes. Consultant shall not be liable for cost of replacement materials, equipment or other labor to correct Defects.

7.3 Equipment or Materials Warranty. Consultant does not warrant materials or equipment supplied by Owner or by third parties. Consultant will transfer warranties, if any, of the vendors or suppliers of materials or equipment supplied by Consultant to Owner.

8. INDEMNITY

8.1 Indemnity. Consultant will indemnify and hold Owner harmless from and against any and all liabilities, claims, demands, suits, losses, damages, reasonable costs and expenses for bodily injury to or death of any person, or damage to or destruction of any property, arising out of the performance of this Agreement by Consultant, to the extent such claim arises from any negligent act or omission of Consultant, its officers or employees.

8.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL CONSULTANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE APPLICABLE WORK ORDER FROM WHICH SUCH CLAIM ARISES.

8.3 Consequential Damages. Except with regard to breach of confidentiality, in no event shall Consultant be responsible to Owner for any special, indirect, incidental, exemplary, punitive or consequential damages or losses (including specifically but without limitation, any based on loss of profits or revenue, cost of capital, loss of goodwill, claims of customers, fines or penalties or similar damages) whether arising in contract, tort, negligence, strict liability or otherwise.

9. CONFIDENTIAL INFORMATION

9.1 Owner's Information. It is understood that the Consultant may be dealing with confidential information and/or documents which are the Owner's property, used in the course of its business. The Consultant agrees, during the term of this Agreement and at all times thereafter, not to disclose to anyone, directly or indirectly, any of such confidential information and/or documents, or use them other than in the course of work under this Agreement without the Owner's written consent.

9.2 Consultant's Information. The Owner understands that all information on Exhibits A and B related to compensation, all cost of service information, and all documents provided to include data request forms is the confidential and proprietary property of the Consultant used in the course of its business. The Owner agrees during term of this Agreement and at all times thereafter, not to disclose to anyone, directly or indirectly, any of such confidential information, or use the information other than in the course of work under this Agreement.

9.3 Non-Solicitation of Employees. Owner agrees that during the term of this Agreement and for a period of two (2) years after expiration of this Agreement, Owner, including any of its employees or agents (including its successors or assigns), shall not, directly or indirectly, solicit for employment or consultancy, employ, or seek to employ or engage as an independent contractor, any present or former employee of Consultant or its affiliates without the prior written consent of Consultant.

10. GENERAL PROVISIONS

10.1 Force Majeure. Except for payment of money when due, if either Party is unable to perform any of its obligations under this Agreement by reason of force majeure, such Party shall be excused from performance to the extent it is affected by such force majeure. The Party affected by force majeure shall endeavor to remedy the impediment to its performance with all reasonable dispatch. The term "force majeure" shall mean any cause beyond the control of the Party claiming force majeure.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict of law provision which would refer to the law of another jurisdiction.

10.3 Disputes. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, and not resolved amicably shall be finally settled in the state courts located in Kendall County, Texas.

10.4 Assignment. The obligations of the Consultant under this Agreement shall not be assigned without the approval in writing of the Owner, which shall not be unreasonably withheld.

10.5 Notices. All notices, requests, demands and other communications required or permitted to be given by either Party hereunder shall be in writing and shall be deemed to have been given if delivered in person or by e-mail or facsimile or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. All such notices, requests, demands and other communications shall be deemed to have been received by the addressee, if by mail, three (3) days following mailing; if by facsimile or e-mail, twenty-four (24) hours following transmission; or if by personal delivery, upon such delivery.

To Consultant: Schneider Engineering LLC dba SEnergy
 191 Menger Springs Parkway
 Boerne, Texas 78006
Attn: Lance Pettigrew, P.E.
Telephone: (830) 249-3887
Email: lpettigrew@se-texas.com

To Owner: City of Seguin
 210 E. Gonzales, PO Box 591
 Seguin, TX 78156
Attn: City Manager and City Secretary
Telephone:
Email:

The foregoing addresses may be changed by either Party by giving notice to the other party as provided above.

10.6 Exercise of Rights and Waiver. The failure of either Party to exercise any right under this Agreement shall not be deemed a waiver thereof. No waiver by either Party of any provisions hereof shall be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

10.7 Severability. In the event that any clause or provision in this Agreement shall for any reason be deemed invalid or unenforceable, the remaining provisions and clauses shall not be affected or invalidated and shall remain in full force and effect.

10.8 Headings. The headings contained in this Agreement are for ease of reference only and shall not limit or otherwise affect the meaning hereof.

10.9 Multiple Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

10.10 Entire Agreement. This Agreement, along with all Exhibits and attachments, including any Work Orders, shall constitute the entire agreement between the Parties hereto and supersedes any oral or written understandings, proposals or communications previously entered into by or on account of the parties and may not be changed, modified or amended except in writing and signed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CONSULTANT

OWNER:

Schneider Engineering LLC dba SEnergy

City of Sequin

BY: _____

By: _____

Name: Lance Pettigrew, P.E.

Name: Steve Parker

Title: CEO

Title: City Manager

By: _____

Name: Kristin Mueller

Title: City Secretary

EXHIBIT A

WORK ORDER

Consultant shall provide the Services requested by Owner from time to time, such requests to be in the form of a Work Order. Each Work Order shall become effective upon the signature of both parties and shall constitute a supplement to this Agreement.

Each Work Order shall state specifically the scope of services agreed to by the Parties, as well as the time for performance and payment formula. The terms and conditions of this Agreement shall apply to each Work Order issued hereunder.

**EXHIBIT B
CONSULTANT’S RATE SCHEDULE**



**SCHNEIDER ENGINEERING, LLC DBA SENERGY
COMPENSATION SCHEDULE (2024)**

POSITION	HOURLY RATE
Principal	\$350.00
Engineer VIII	\$300.00
Engineer VII/Senior Consultant V	\$275.00
Engineer VI/Senior Consultant IV	\$250.00
Engineer V/Senior Consultant III	\$230.00
Engineer IV	\$210.00
Engineer III	\$180.00
Engineer II/Senior Consultant II	\$160.00
Engineer I/Senior Consultant I	\$130.00
GIS Technician	\$105.00
GIS Analyst	\$140.00
GIS Developer	\$170.00
Senior Project Manager II	\$250.00
Senior Project Manager I	\$230.00
Project Manager III	\$200.00
Project Manager II	\$175.00
Project Manager I	\$145.00
Project Analyst III	\$145.00
Project Analyst II	\$130.00
Project Analyst I	\$100.00
Technician VIII	\$175.00
Technician VII	\$160.00
Technician VI/CADD Tech IV	\$150.00
Technician V/CADD Tech III	\$135.00
Technician IV/CADD Tech II	\$120.00
Technician III/CADD Tech I	\$105.00
Technician II	\$95.00
Technician I	\$85.00
Administrative Assistant	\$95.00
Subject Matter Expert	\$400.00

The Owner shall pay Engineer for services performed under this Agreement as follows:

PERSONNEL OVERTIME CHARGES

Hourly personnel overtime work will be invoiced at the base billing rate plus a multiplier of 1.5 times the employee hourly rate.

ADMINISTRATIVE FEES

Invoices will be assessed a 5% flat administrative fee.

REIMBURSABLE EXPENSES

- Mileage Reimbursement: \$0.80/mile for trucks, \$0.90/mile for fully equipped off-road survey trucks.
- Reimbursable expenses for transportation, hotel, copying, etc. will be billed at cost.

EXHIBIT C

INSURANCE

The Consultant shall take out and maintain throughout the period of this Agreement the insurance set forth below.

- (a) Workers' Compensation and Employers' Liability Insurance, as required by law, covering all of the Consultant's employees who perform any of the Services under this Agreement.
- (b) Comprehensive or Commercial General Liability insurance covering liabilities assumed by Consultant hereunder with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damages combined.
- (c) Automobile Liability Insurance covering owned, hired and non-owned vehicles used in connection with the Services to be performed hereunder, with a limit of not less than \$1 million per occurrence for bodily injury and property damage combined.
- (d) Professional Liability Insurance of not less than \$1 million each occurrence if Engineer is providing professional services.