

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") is made this ____ day of _____, 20__, (the "Effective Date"), by and between The City of Thibodaux, with offices located at 1219 Henry S. Thibodaux, Thibodaux, LA 70302 and Surveying And Mapping, LLC, a Texas limited liability company, hereinafter called "SAM", with offices located at 5344 Brittany Drive, Baton Rouge, LA 70808; City of Thibodaux and SAM being referred to herein collectively as the "Parties", and individually as a "Party".

1. **Purpose and Scope** - This Agreement is a master contract between the City of Thibodaux and SAM whereby in consideration of the covenants and provisions hereinafter provided, it shall control and govern all Professional or other services performed by SAM for City of Thibodaux, and the purchase from SAM of Work Product utilized in connection with such services (hereinafter the "Work"). During the term of this Agreement, SAM agrees to furnish all labor and equipment to do and perform all the Work which may be requested by City of Thibodaux by written order.
2. **Orders** - Upon the City of Thibodaux notifying SAM from time to time of the Work required hereunder, SAM will undertake the same and thereafter carry it on with due diligence and in a good and workmanlike manner to completion, subject, however, to Paragraphs 9 and 10 hereof. Each job shall be the subject of an order for work issued by City of Thibodaux to SAM (the "Work Order"). The Work Order will be written and provide the effective date of Work Order, the job site location, a description of Work to be performed by SAM, commencement of work, and compensation to be provided by the City of Thibodaux. The Work Order may be in a form similar to Attachment "A" or any other form that is agreed to by the Parties.

SAM and the City of Thibodaux may mutually agree to enter into and execute any number of Work Orders under this Agreement. Each Work Order shall be separately numbered, and each Work Order is hereby incorporated herein as if fully set forth herein and subject to all of the terms and provisions hereof.

3. **Responsibilities of SAM** - In the performance of any operations and Work hereunder, SAM shall furnish at its own expense any and all reasonably necessary labor and supervision, goods, machinery, equipment, tools, transportation, and whatever else is reasonably necessary for the performance and timely completion of the Work herein provided for at the job site (other than such items thereof as the City of Thibodaux specifically agrees in the Work Order to furnish), all in good condition and suitable for the

Work to be performed hereunder, and shall perform the Work specified in the Work Order and/or described in the specifications and/or drawings that may be attached thereto. SAM hereby agrees that all Work will be performed by personnel who are trained in safety and in the Work to be performed. SAM agrees that any action undertaken in connection with performance of this Agreement shall be in reasonable compliance with all applicable laws, rules and regulations. The obligations of SAM and the City of Thibodaux under this Paragraph are subject to Paragraph 9 hereof.

4. **Property Protection** – SAM shall use reasonable efforts to perform the Work in a manner which causes the minimum of inconvenience, disturbance, and damage to the property of the City of Thibodaux and affected landowners. “**Damage**” shall be defined as any injury to property caused by SAM that exceeds normal and ordinary injury associated with surveying operations. SAM shall reasonably restore all Damage to as good a condition as before any such Damage occurred and to the reasonable satisfaction of the City of Thibodaux. The City of Thibodaux reserves the right to specify additional conditions of restoration on a Work Order basis and agrees that SAM may be compensated for costs associated with such additional conditions of restoration.
5. **Independent Contractor** – SAM shall be deemed an independent contractor with respect to this Agreement and all Work done and services performed hereunder, and neither SAM nor anyone used or employed by or subcontracted by SAM shall be deemed for any purpose to be the agent, servant or representative of the City of Thibodaux in the performance of such Work or services or any part hereof, or in any matter dealt with herein, and the City of Thibodaux shall have no direction or control of SAM or its employees and agents, except in the results to be obtained. Neither SAM nor anyone used or employed by SAM will have any right to any pension or welfare plans, including, without limitation, savings, retirement, medical, dental, insurance, or vacation plans sponsored by the City of Thibodaux. Furthermore, neither SAM nor anyone used or employed by SAM will have any authority to bind the City of Thibodaux to any Third Parties without specific written authority from the City of Thibodaux. It is understood that by this provision, neither Party is assuming any liability for the actions or omissions of the other Party. Neither shall the City of Thibodaux nor any of its employees be deemed a borrowed servant for any purpose hereunder or with respect to the Work or activities, whether incidental or otherwise, of SAM.
6. **Insurance** - As to all operations provided for herein by SAM and at SAM’s sole expense, SAM shall carry and maintain at all times during the performance of services hereunder, for the benefit of the City of Thibodaux, the following minimum insurance coverage with policy territory sufficient to cover the Work hereunder. Upon request by the City of Thibodaux, SAM shall provide to the City of Thibodaux certificates of insurance and other evidence of such policies of insurance maintained by SAM and all subcontractors, in the event that any policies of insurance are modified in any respect, cancelled, or terminated for any reason, SAM agrees

to immediately notify the City of Thibodaux of such. Also, in the event that SAM should use or engage any subcontractors, said subcontractors are also required to maintain the following minimum coverage:

- a. Workers Compensation in accordance with the statutory requirements of the governmental entities with jurisdiction over personnel engaged by each Party who are performing Work, Services and Employer's Liability insurance with a limit of not less than \$1,000,000 each occurrence;
 - b. Comprehensive Automobile Liability insurance covering owned, non-owned and hired vehicles with limits of liability of not less than \$1,000,000 combined single limits for Bodily Injury and Property Damage claims;
 - c. Comprehensive General Liability insurance with limits of liability in a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage claims;
 - d. Professional Liability insurance with an aggregate limit of not less than \$1,000,000 covering the City of Thibodaux against any and all sums which SAM may be legally obligated to pay on account of any professional liability arising out of the performance of this Agreement;
 - e. Umbrella Excess Liability insurance as to items a through d with a limit of not less than \$4,000,000 each occurrence and an aggregate limit of not less than \$4,000,000.
 - f. Each Party shall, upon request, furnish certificates showing that the above insurance is and will be in effect during the performance of Work hereunder, and shall specify that each Party must be given, in writing, thirty (30) days notice of cancellation, termination, or alteration of the policies evidenced by certificates.
7. **Indemnity** – SAM with respect to professional liability, shall indemnify, hold and save harmless the City of Thibodaux, their officers, agents and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from negligent acts or omissions or misconduct of SAM, its employees and agents, and SAM's subcontractors, and suppliers, their employees and agents. SAM, with respect to all liability other than for professional acts, shall indemnify, defend, hold and save harmless the City of Thibodaux their officers and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from acts, omissions or conduct of SAM, its employees and agents, and SAM's subcontractors, and suppliers, their employees and agents.

The City of Thibodaux with respect to professional liability, shall indemnify, hold and save harmless SAM, their officers agents and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from negligent acts or omissions or misconduct of the City of Thibodaux, its employees and agents, and the City of Thibodaux's subcontractors, and suppliers, their

employees and agents. The City of Thibodaux, with respect to all liability, other than for professional acts, shall indemnify, defend, hold and save harmless SAM, their officers, agents and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from negligent acts, omissions or misconduct of the City of Thibodaux, its employees and agents, and the City of Thibodaux's subcontractors, and suppliers, their employees and agents.

The City of Thibodaux will carry at least the minimum insurance limits described above in support of the indemnity agreements contained herein.

SAM will carry insurance sufficient to support the indemnity agreements contained herein.

8. **Controlling Documents** - This Agreement does not obligate the City of Thibodaux to order work from SAM, nor does it obligate SAM to accept orders for work, but this Agreement shall control and govern all work accepted by SAM and shall define the rights and obligations of the City of Thibodaux and SAM during the term hereof, except as modified by any Work Order. The scope of the Work and required services may be changed upon written notice by the City of Thibodaux to SAM.
9. **Force Majeure** - Neither the City of Thibodaux nor SAM shall be liable for any delay due, occasioned or caused as a result of any applicable laws, orders, rules or regulations of governmental authorities or by causes beyond the control of a Party to overcome by the exercise of due diligence (herein called "**Force Majeure**").
10. **Commencement and Completion of Work** – SAM agrees to commence and complete said Work with due diligence and in a timely manner. SAM agrees to commence said Work at the time mutually agreed upon by both Parties unless SAM is prevented from commencing or continuing said Work by Force Majeure.
11. **Hiring of Employees** – The City of Thibodaux may not directly or indirectly, without the prior express written consent of SAM, offer or solicit for employment, employ, or otherwise engage the services of SAM's personnel during the term of this Agreement and for twenty-four (24) months after termination or expiration of this Agreement. For purposes of this clause, "**personnel**" includes (a) all individuals that SAM and its subsidiaries employ or (b) all independent contractors engaged by SAM to perform Work pursuant to this Agreement. The City of Thibodaux agrees that SAM has no adequate remedy at law to enforce this restrictive covenant and that SAM may pursue but is not obligated to pursue all equitable remedies including without limitation injunctive relief so as to enforce the terms of this restrictive covenant. If this paragraph or any portion hereof is held to be unenforceable or requires reformation, then the City of Thibodaux agrees that the unenforceable provision shall be modified only to the extent necessary to cause such provision to be reasonable and to impose

a restriction(s) that is not greater than necessary to protect the goodwill and business interests of SAM as reformed.

SAM may not directly or indirectly, without the prior express written consent of the City of Thibodaux, offer or solicit for employment, employ, or otherwise engage the services of the City of Thibodaux's personnel during the term of this Agreement and for twenty-four (24) months after termination or expiration of this Agreement. For purposes of this clause, "personnel" includes (a) all individuals that the City of Thibodaux and its subsidiaries employ or (b) all independent contractors engaged by the City of Thibodaux to perform Work pursuant to this Agreement. SAM agrees that the City of Thibodaux has no adequate remedy at law to enforce this restrictive covenant and that the City of Thibodaux may pursue but is not obligated to pursue all equitable remedies including without limitation injunctive relief so as to enforce the terms of this restrictive covenant. If this paragraph or any portion hereof is held to be unenforceable or requires reformation, then SAM agrees that the unenforceable provision shall be modified only to the extent necessary to cause such provision to be reasonable and to impose a restriction(s) that is not greater than necessary to protect the goodwill and business interests of the City of Thibodaux as reformed.

12. **Term and Termination** - This Agreement shall be effective as of the Effective Date and shall continue in force until terminated in accordance with the provisions hereof. This Agreement may be terminated prospectively by either Party at any time, without cause and without liability, upon thirty (30) days' prior written notice to the other Party; provided, however, the terms and provisions of this Agreement shall continue to apply to all Work Orders then in existence, and neither Party shall by reason of such prospective termination of this Agreement be relieved of its respective obligations and liabilities theretofore or thereafter arising from or incident to the Work performed or services rendered under any existing Work Order.
13. **Property and Data** - Documents Provided by the City of Thibodaux – The City of Thibodaux agrees to provide SAM with any and all documents necessary to identify the ownership, location and condition of the property to be surveyed, including, but not limited to, deeds, maps, title information, and permits; and to obtain for SAM the authorization of the property owner and/or tenant to enter upon the property for the purpose of conducting Work thereon.

Ownership of Work Product – SAM acknowledges that all original papers, documents, maps, surveys, and other work product and copies thereof, produced by the City of Thibodaux pursuant to this Agreement shall remain the property of the City of Thibodaux except documents which are required to be filed with public agencies. SAM further acknowledges that the City of Thibodaux's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as the City of Thibodaux is not in default pursuant to the terms and conditions of this Agreement and SAM has performed all obligations under

this Agreement.

Use of Work Product – SAM acknowledges that the City of Thibodaux is requesting services to be performed under the applicable Work Order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, and other interested persons. The City of Thibodaux agrees that the Work product prepared by SAM may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate the work product into other documents. SAM agrees to provide copies of the Work product mutually agreed upon by both Parties described in the Work Orders hereof.

14. **Permits and Licenses** – SAM shall not be responsible for any expenses or costs or liabilities whatsoever related to or for providing any permits, licenses, or similar legal instruments or authorizations required to implement or accomplish projects, permit or license sites, related to its Work and services listed in Work Orders. SAM shall not be required to perform any Work under any Work Order which requires a local, state, or federal license to practice which it does not possess or which in SAM's sole judgment SAM is unqualified to perform, such as but not limited to: legal opinions, real estate brokerage or agency, certified public accounting, and certain professional engineering work in various states and localities.
15. **Safety** – SAM agrees to maintain and abide by an Alcohol, Drug, and Safety Program and any other programs or certifications from any regulatory or oversight agencies, organizations or bodies that are required for the Work SAM will perform hereunder. SAM represents that it and its employees and subcontractors are familiar with safety policies and procedures with respect to the Work to be performed by SAM. SAM further represents that it and its employees and subcontractors will comply with safety policies and procedures while engaged in all work during the term hereof.
16. **Confidentiality** – If the Parties have previously entered into a Confidentiality Agreement, a copy of said Confidentiality Agreement is annexed hereto marked Attachment "B". The terms of said Confidentiality Agreement are expressly incorporated by reference as if fully set forth herein. In addition to the provisions of the Confidentiality Agreement referenced, the Parties agree that with prior written consent, SAM may in the course of performing services submit reports and other documentation to specific federal, state or local agencies that contain Confidential Information.
17. **Compensation** - Compensation to SAM for the services and work covered by a Work Order entered into by the Parties shall be paid in United States dollars and will be the only payments to which SAM shall be entitled for such services.

The compensation (including hourly or day rates, equipment, vehicles, mobilization,

demobilization, reimbursement of SAM direct expenses, and any other charges as applicable) to be paid by the City of Thibodaux to SAM for the services provided hereunder will be in accordance with the Rate Schedule set forth in the applicable Scope of Work for each Work Order hereunder.

SAM shall submit to the City of Thibodaux an invoice and the City of Thibodaux shall pay SAM all amounts due under such invoice within fifteen (15) days from date of receipt of the invoice.

18. **Assignment** - This Agreement shall not be assigned by either Party without the prior written consent of the other Party, except that a Party hereto may assign this Agreement to any parent or subsidiary without the prior written consent of the other Party.

19. **Notices** - All notices, Work Orders, and other communications required, permitted or desired to be given hereunder must be in writing and shall be sent to either Party at the addresses listed below or by hand delivery or by facsimile transmission or by email. Effective date is date notice is received by the addressee. Each Party may change its address by notifying the other Party in writing.

a. City of Thibodaux
1219 Henry S. Thibodaux
P.O. Box 5418
Thibodaux, LA, 70302
Email: jbourgeois@ci.thibodaux.la.us

b. Surveying And Mapping, LLC
Attn: Kyle Currey
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Phone: (512) 447-0575
Fax: (512) 326-3029
Email: KCurrey@sam.biz

With copy to:
Cody Conwell
Deputy General Counsel
cody.conwell@sam.biz

20. **Business Records** – SAM shall maintain books and records supporting all costs for the Consulting Services performed under this Agreement. During SAM normal business hours for

the duration of this Agreement, and for a period of two (2) years thereafter, the City of Thibodaux shall have reasonable access to such books or records, which are non-proprietary and specifically and directly related to Work performed under this Agreement, reasonably required to either verify reimbursable costs or to otherwise ensure compliance with the terms of this Agreement.

21. **Conflict in Terms/Order of Precedence** - In the event of any conflict between this Agreement and the express terms of a Work Order, the terms of the Work Order shall conclusively control as to all matters contained within the Work Order.
22. **Jurisdiction and Compliance with Law** - This Agreement shall be governed by, and construed and interpreted pursuant to, the laws of the state of Louisiana, without regard to any choice of law rules or principles which may direct the application of the laws of another jurisdiction. Venue for any dispute related to the subject matter of this Agreement, its construction or interpretation, or enforceability, or any Work Order shall be in Louisiana.

In the event SAM is legally required to render additional services directly or indirectly relating to the subject matter of this Agreement (including, but not limited to, producing documents, answering interrogatories, attending depositions, and testifying at trial, and whether by subpoena, court process or order, written deposition, or otherwise), the City of Thibodaux shall pay SAM's then current commercially reasonable hourly rates for the persons involved for the time expended in rendering such services, including, but not limited to, time for meetings, conferences, preparation and travel, and all related out-of-pocket expenses (including, without limitation, the fees and expenses of SAM's legal counsel, paralegals and legal staff incurred in connection therewith). SAM will submit an invoice in accordance with the terms of this Agreement and payment shall be made by the City of Thibodaux within fourteen (14) days' of receipt of invoice.

23. **Enforceability of the Agreement** - If any part or provision of this Agreement is judicially declared invalid or unenforceable, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the part or parts of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent to make it enforceable. Excluding paragraph 11 and only if such be necessary as to the remainder of the Agreement, the Agreement shall be deemed to be amended so as to delete or modify the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein. The City of Thibodaux agrees that SAM is not liable to the City of Thibodaux and SAM is fully and completely released and discharged from any claim for attorneys' fees, costs, and damages which may be asserted by the City of Thibodaux related to any action for interpretation, enforcement, and reformation of Paragraph 11.

24. **Entire Agreement and Amendments** - This Agreement, together with any Work Order entered into pursuant to this Agreement, contains the entire agreement between the Parties hereto with respect to the subject matter hereof. No amendment to this Agreement or to any Work Orders shall be binding upon either Party hereto, unless it is in writing and executed on behalf of each Party hereto by a duly authorized representative and expressly specified as such. This Agreement supersedes all previous agreements, whether written or oral, entered into between the Parties.
25. **Binding Authority** - Each of the persons executing this Agreement represents and warrants that he or she has full right and authority to execute this instrument on behalf of SAM or the City of Thibodaux, as the case may be, and to bind such Party to the fulfillment of all of the provisions hereof.
26. **Counterparts**. This Agreement may be signed in counterparts, each of which may be deemed an original and all of which together constitute one and the same agreement.
27. **Digital Copy**. This Agreement may be digitally copied and stored (the "**Imaged Agreement**"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither Party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

SURVEYING AND MAPPING, LLC,

LLC

By: Matthew Estopnial, PE, PLS

Title: Director of Operations, Louisiana

Signature: _____

Date: _____

City of Thibodaux

By: _____

Title: _____

Signature: _____

Date: _____