**MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

**MAVERICK ENGINEERING**

**BETWEEN MAVERICK ENGINEERING AND A CONSULTANT**

This Consulting Agreement (the "Agreement") is entered into this **4th** day of **November, 2014**, by and between **John J. Saldana, P.E.**, an individual, ("Consultant") and **Maverick Engineering, LLC** (the "Company"). This document, together with the Supplemental Agreement to Master Contract for Professional Services, any exhibits, riders, and annexes attached hereto or referenced herein, and any amendments entered into from time to time (collectively referred to as the “Contract Documents”), which collectively construed shall constitute the entire agreement between the parties (the “Agreement”).

**RECITALS**

WHEREAS the Company is involved with various projects from time to time, the scope and type of such projects includes, but is not limited to, Civil Engineering Design Services for various architects, contractors and developers throughout the United States. The award of contracts for professional services relative to such projects shall be determined by the Company in its sole and absolute discretion with no representations or assurances that there will be one or more of such projects awarded to the Consultant; and

WHEREAS, the Company is in need of assistance in the Civil Engineering Design support area; and

WHEREAS, the Consultant is one of several firms and or individuals who have expressed an interest in providing professional services (as hereinafter defined) to the Company for one or more projects and wishes to enter into a contract or contracts to provide such Professional Services to the Company; and

WHEREAS, the Company requires that the Professional Services performed for each project awarded, if any, shall be deemed to be an individual project and not as a joint project with the Professional Services performed on any other site or project, but that the business terms of each project shall be agreed upon in the form of a supplemental agreement substantially in the form attached hereto (individually and collectively referred to herein as “Supplement”) which shall be subject to the terms and conditions of this Master Contract.

WHEREAS, the parties wish to enter into a non-exclusive Master Contract which sets forth the general terms and conditions that will govern all Professional Services to be performed by Consultant for each individual project that Consultant may be awarded by the Company. Such project(s), if any, will be awarded and documented by a Supplement; and

WHEREAS, Consultant has agreed to perform consulting work for the Company in providing Civil Engineering Design Support and consulting services and other related activities as directed by the Company; and

**AGREEMENT**

NOW, THEREFORE, the parties hereby agree as follows:

**1. TERM**

A. This agreement shall be for a period of **24 months**, commencing on **November 4th, 2014**. This agreement may be terminated by either party, with or without cause, by giving 7 days written notice to the other party.

B. In the event of termination or cancellation by either party, Consultant shall perform the obligations under this agreement until the effective date of termination.

**2. SCOPE OF SERVICES**

A. Consultant shall be available and shall provide to the Company professional consulting services in the area of Civil Engineering Design support ("Consulting Services") as requested. The Consultant will perform the following scope of services for the Project:

Design, prepare and revise the following items:

* Detail Plan Sheets
* Miscellaneous Exhibits for General Project Coordination

B. Consultant shall provide deliverables of documents at agreed upon scheduled dates at the request of the Company. These items will be detailed in a Supplemental Consulting Agreement on a project-by-project basis.

**3. FEES and EXPENSES:**

A. The Company agrees to compensate the Consultant for its Consulting Services based upon:

i. Lump Sum or Maximum Sum. The Consultant shall receive a lump sum or maximum sum for services rendered and costs as set forth in the Supplement, which shall include but is not limited to data processing, drafting time, and handling of drawings, specifications and other documents. The amount paid to Consultant for their services, soft costs shall be referred to as the “Contract Sum.”

ii. Additional Services and Reimbursable Expenses. In the event additional services or reimbursable expenses are necessary, the Consultant shall notify the Company prior to incurring those fees so the Contract amount may be revised and approved by the Project Manager.

B. Notwithstanding anything to the contrary herein, it is understood and agreed that the Company shall have no obligation to pay the Consultant the fee set forth in this Agreement, or any other additional charges or claims, or any installment thereof, until the Company has received from the Client its fee covering the services performed by the Consultant.

**4. FACILITIES**

A. Unless otherwise agreed upon (Mr. Saldana will supply computer and software), Consultant will provide computer, email address, phone, printer(s), and software as necessary to perform required duties.

**5. INDEPENDENT CONTRACTOR**

A. Nothing herein shall be construed to create an employer-employee relationship between the Company and Consultant. Consultant is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates. The consideration set forth in Section 3 shall be the sole consideration due to the Consultant for the services rendered hereunder. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold himself/herself out as an employee of the Company.

**6. CONFIDENTIALITY**

A. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Company filing, design, design standards, scope of services, fees, operating systems, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

**7. OWNERSHIP of DOCUMENTS**

A. The ownership and use of all documents prepared by the Consultant including but not limited to drawings, specifications, calculations, maps, notes, files, sketches, lists, reports, and data (in paper or electronic form) ("Consultant's Documents") shall be governed by the Contract, including the rights granted to the Client and the Company. By signing this agreement, Consultant conforms to the confidentiality of the Company’s Documents and agrees to the terms above.

B. Consultant shall have no rights to redistribute or reuse any professional seal, drawings, specifications, calculations, notes, files, sketches, lists, reports, data, or other documents (in paper or electronic form) prepared by or obtained from Company ("Company's Documents"). Consultant shall return all copies of Company's Documents to Company and certify as to the completeness of such return as a condition precedent to receiving final payment of Consultant's fee.

**8. NOTICE**

A. This Agreement shall be deemed effective when personally signed by the Consultant and delivered to the appropriate party at the address set forth below:

BY:  BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stephen Marcum, P.E., TX John J. Saldana, P.E., TX

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