



AUTHORIZATION FOR PROFESSIONAL SERVICES (Fixed Fee)

PROJECT NAME: East Sandy Lake Median Improvements

TNP PROJECT NUMBER: CPL

CLIENT: City of Coppell; Adam Richter, CPRP, CPSI
Assistant Director of Community Experiences

ADDRESS: 255 Parkway Boulevard | Coppell, TX 75019

The City of Coppell (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE: Provide water-conscious landscape, irrigation, and lighting improvements to the medians along East Sandy Lake Road located in Coppell, TX

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION to be based on the following:

- A. Professional Services: The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of \$112,270 (One Hundred Twelve Thousand Two Hundred Seventy Dollars). Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period.
- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services.

Upon authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A design schedule is included as Attachment 'D' and made a part hereto.

Article IV

PROJECT LOCATION: The Project Limits are included as Attachment 'E' and made a part hereto.

Article V

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Article V

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

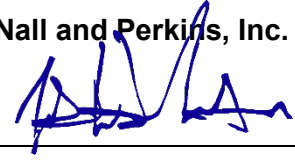
Approved by CLIENT:

City of Coppel

By: _____
Title: _____
Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:  _____
Title: Director of Landscape Architecture
Date: 2025-02-19

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Nicholas Nelson
m: 682-225-3535
o: 817-336-5773
e: nnelson@tnpinc.com

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveying, 1917 South Interstate 35, Austin, Texas 78741, (512) 440-7723.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

18. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

ATTACHMENT 'A'

SCOPE OF WORK

Teague Nall and Perkins, Inc., (CONSULTANT) shall render the following professional services necessary for the development of the project.

ASSUMPTIONS AND EXCLUSIONS: Below are shown the assumptions and qualifiers for the scope of work found herein.

Assumptions:

1. Work to be included is as shown in "Attachment A" (Scope) and "Attachment E" (Location).
2. Based upon a drawing scale of 1"=20', we anticipate approximately 13 landscape sheets, 13 irrigation sheets, 13 lighting sheets, and approximately 6 sheets of details for a total of about 45 sheets in the drawing set, plus specifications.
3. Create base files based on past project, aerial photography, site visit, and digital files as provided by the CLIENT.
4. Work includes coordination with appropriate consultant team members such as the CLIENT, project team, and/or contractor as appropriate.
5. It is assumed that the irrigation will need to be redesigned due to the impact on the existing system made by the lighting improvements and landscape improvements associated with this project.
6. Irrigation will be a water-conscious design to match the water-conscious landscape improvements.
7. Existing controllers, locations, and water line taps will be maintained.

Exclusions (Additional Services) shall include, but shall not be limited to:

These items are not included in the Basic Services, but may be added as Additional Services:

1. Coordination with with any agency other than City of Coppel
2. Photometric analysis
3. Design of new, pressurized mainline
4. Design or re-design of any pop-up spray or rotor heads
5. Permitting beyond what is listed herein
6. Illustrative renderings
7. 3D visualizations
8. Design of mow curbs or decorative paving
9. Any work outside the medians
10. Work outside the areas shown in project limits
11. Any Civil Engineering
12. Any Survey Work
13. Any Structural Engineering
14. Any Environmental studies or permits
15. Any Geotechnical investigations
16. Any TAS permitting or review
17. Any SUE work (Subsurface Utility location or engineering services)
18. Franchise utility plans or coordination
19. Construction staking
20. Traffic studies

21. Multiple design alternatives beyond those “submittals” described herein or significant site plan revisions following acceptance at each given phase of review documents.
22. Retaining walls or signs
23. Presentations, documents, or plans required for “Special Exceptions”, Variances or Zoning changes required by the design solutions chosen by the CLIENT.
24. Improvements or changes to any curbs or paving
25. Improvements to adjacent streets or in any ROW
26. Preliminary or final plat preparation, zoning applications, zoning exhibits
27. Property research and real property surveying for easements beyond what is stated herein, rights-of-ways or plats
28. Preparation of real property transfer documents, exhibits or plats
29. Participation in real property acquisition
30. LEED or SITES certifications
31. Flood Studies or permitting
32. FEMA floodplain map amendments or studies (CLOMR, LOMA, LOMR, etc.).

BASIC SERVICES

A. SUBMITTALS & COORDINATION MEETINGS

A member of the CONSULTANT team will attend meetings and to coordinate with other team members and the CLIENT during the design phase. Plans and specifications will be submitted as outlined below for CLIENT and/or governmental review.

Included in this item:

Official plan review of one (1) submittal at each of the following milestones:

- **Schematic Design (30%), (Evaluation Phase)** review submittal.
Deliverable: See section B below.
- **Design Development (60%)** review submittal.
Deliverable: See section C below.
- **Construction Document (90%)** review submittal.
Deliverable: See section C below. Construction Documents with technical specifications, quantities, and schedules sufficient for preliminary pricing. Includes City submittals.
- **For Construction (100%)** submittal.
Deliverable: See section C below. Signed and Sealed Drawing Set for bidding and construction, incorporating bid addendum or value engineering revisions.
- **Bi-weekly virtual coordination meetings** (for a total of up to six meetings are included).
- **Review meetings** with the Client after each submittal listed above are included

Not included in this item:

- Submittals for phased plans or multiple early release permit drawings exceeding the total plan submittals described above.

B. SCHEMATIC DESIGN, 30% DESIGN, (EVALUATION PHASE)

Consultant will:

- a. Prepare Base Plans from Client-provided CAD files and site visit observations.
- b. Evaluate the tree health of all trees within medians of the study area
- c. Evaluate the irrigation system within study area
- d. Evaluate proposed controller and meter locations
- e. Consider how to interface with the controlled intersections at Sandy Lake Road with Hertz Road, Moore Road, Samuel Road, MacArthur Boulevard, Riverchase Drive, and all other intersections where there must be clear visibility triangles on either side of each intersection
- f. Develop a schematic plan for new water-conscious landscaping
- g. Develop a schematic plan for new water-conscious irrigation for all impacted medians
- h. Develop a conceptual illumination layout plan for review by the city
- i. Develop a preliminary Opinion of Probable Cost (OPC)
- j. Incorporate CLIENT comments into submittals for a 60% and 90% review
- k. Prepare one colored, 2D plan for a Council presentation that can also be used for presentation to the CLIENT. Consultant will appear in-person at both meetings.

C. CONSTRUCTION DOCUMENTS PHASE (60%, 90%, & 100% CD)

Consultant will provide design services that consists of tree planting and associated bubblers of the site as follows:

1. Prepare water-conscious landscape plans
2. Prepare water-conscious irrigation plans
3. Prepare illumination plans
4. Develop an Opinion of Probable Cost (OPC)
5. Prepare City-required signed-and-sealed bidding documents
6. Submit twice to CLIENT at 60% and 90%

Included in this item:

1. General Notes, Schedules, and Quantities for the project
2. Illumination summary tables and charts
3. Enlargements and Details
4. Technical Specifications
5. Coordination with City
6. Attend one (1) meeting with the CLIENT

Not included in this item:

1. Design of new irrigation mainlines or meters
2. New electrical connections if needed for relocated irrigation controllers
3. Illustrative or 3D renderings

D. BID AND CONSTRUCTION PHASE SERVICES

During the Bid Phase, CONSULTANT will be available to provide coordination as required with



prospective bidders. This may include answering pre-bid RFI's, issuing design revisions as addenda or attendance at a pre-bid conference or scoping session, or check references for the apparent low bidder and prepare a letter summarizing the bids and make a recommendation of award to the City. CONSULTANT will provide limited Construction Administration services by processing shop drawings and product submittals, responding to RFIs, and issuing supplemental instructions if required related to the work shown on the Plans. Submittals not required by the contract documents or not related to plans developed by the CONSULTANT will not be reviewed.

At the CLIENT's request, a representative will attend bi-weekly OAC meetings (for a total of up to eight meetings are included). Owner/Architect/Contractor (OAC) project coordination meetings during construction. At the request of the CLIENT, and in conjunction with the OAC meetings, CONSULTANT will visit the site at critical junctures during site construction up to six (6) times. Recommended times for site visits could include:

1. Testing of the irrigation main line and drainage structures.
2. After trees have been laid out, but prior to actual planting.
3. Substantial Completion Walk-Through.
4. Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.
Please note the following:

1. CONSULTANT shall not at any time supervise or have authority over any Contractor work or jobsite management construction or safety procedures, nor shall CONSULTANT have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
2. CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. CONSULTANT shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
4. CONSULTANT shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
5. While at the Site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of the Contractor's and CLIENT's safety programs of which CONSULTANT has been informed in writing.

E. REIMBURSABLE EXPENSES

Items such as prints, plots, photocopies, plans, or documents on CD, DVD or memory devices, and mileage shall be billed as an extra on a time and expense basis. Application, review, and filing fees are not included in this item. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost. A copy of our "Standard Hourly Rates" is attached for your reference.

ATTACHMENT 'B'

Compensation

The services described in Attachment A Scope of Services shall be provided for a total fee of **\$112,270 (One Hundred Twelve Thousand Two Hundred Seventy Dollars)**. The overall fee total shown shall not be exceeded without prior written authorization from the CLIENT.

Payment for the services described in Attachment A Scope of Services shall be invoiced to the CLIENT monthly, based upon percentage completed for each task. Below is a fee breakdown by basic and special services as described in Attachment A Scope of Services:

East Sandy Lake Road Medians, Coppell

Task	Billing Type	Fee
Basic Services		
A. Submittals & Coordination Meetings		<i>Included below</i>
B. Schematic Design (30%)	Fixed Fee	\$21,800
C. Construction Documents (60%, 90%, 100%)	Fixed Fee	\$72,200
D. Bid & Construction Phase Services	Fixed Fee	\$15,000
E. Reimbursable Expenses (3%)	Fixed Fee	\$ 3,270
Total Fee for Basic Services		\$112,270

ATTACHMENT 'C'

STANDARD RATE SCHEDULE

*Effective January 1, 2024 **

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00
Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00

Project Name: East Sandy Lake Road Median Improvements

Client: City of Coppell

TNP Project #: CPL

3-Person Field Crew w/Equipment**	\$225.00
4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

**Hourly
Billing
Rate**

Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)**	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

**Hourly
Billing
Rate**

Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

No individual or separate accounting of direct expense items, such as prints, plots, photocopies, and mileage will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are for 2024 and are subject to change in subsequent years.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, and field supplies.*

Project Name: East Sandy Lake Road Median Improvements

Client: City of Coppell

TNP Project #: CPL

Page 7

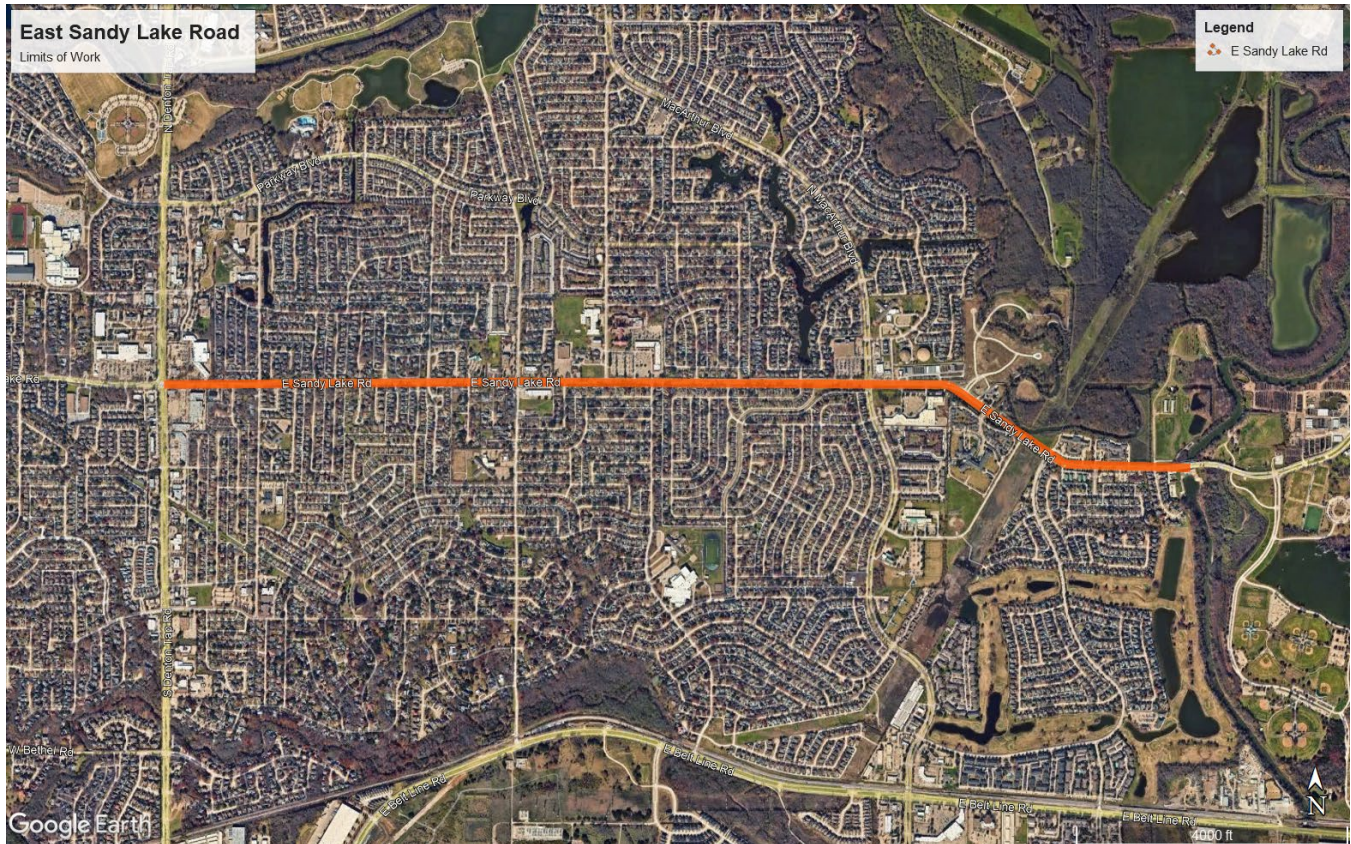
ATTACHMENT 'D' PROJECT SCHEDULE

CONSULTANT shall endeavor to accomplish the work in accordance with the attached schedule.

Upon receiving a notice to proceed the schedule will be revised (if necessary) within ten (10) business days. TNP shall endeavor to accomplish the work in a timely manner in accordance with the attached schedule based on the magnitude of the task as coordinated with the Client.

ATTACHMENT 'E' PROJECT LOCATION

The orange line below indicates the project limits. The work area includes approximately 3 miles of median within Sandy Lake Road, in Coppell, Texas. The western boundary of the site begins at the intersection of Denton Tap Road and continues east along Sandy Lake Road to the city limit at the East Fork of the Trinity River.





CITY OF COPPELL PURCHASING RIDER FOR GOODS AND SERVICES

Vendor/Contractor: Teague Nall and Perkins, Inc.

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor agrees that the below terms and conditions shall govern all agreements with the City of Coppell, Texas, unless otherwise agreed to by a written amendment separate from the contract or purchase order, provided same is permissible by law. Absent a specific amendment, the below terms are binding and supersede any and all other terms and/or conditions whether oral or written.

As used herein, "Vendor" means the contractor, supplier, licensor, seller, consultant or other party, by whatever description may be used, in its Contract with the City. The "Contract" is the agreement between the Vendor and the City, including all attachments, exhibits, appendices, addenda and other matters that are intended to be a part of the agreement between the parties.

Application. This Purchasing Rider ("Rider") supplements and amends the Contract between the parties and takes precedence over any conflicting provision in the Contract, including but not limited to provisions in or an attachment to the Response to Solicitation or Bid, Contract, Agreement, Quote, Invoice or Purchase Order, as applicable. Any general terms or conditions proposed by Vendor as a part of its agreement with the City are subordinate to the terms of this Rider where in conflict.

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to withhold all or part of any payment if a genuine dispute exists as to the goods or services for which the payment is

intended. The City will remit any undisputed portion, and the parties will exercise diligence to resolve the dispute. No invoice, quote or purchase order submitted by Vendor will modify any term of this Rider or the Contract.

Multiyear Contracts. If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective, funds have not been appropriated, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in

any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Cancellation. the City reserves the right to cancel the contract without penalty based on the public convenience by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation, and the City shall pay Vendor for work performed or materials supplied up to the date of termination. If the City has prepaid, the Vendor shall refund the City's payment, prorated to the date of termination.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Liability Limitations. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor, its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or subcontractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Viruses and Malware. Vendor's indemnity obligations extend to its failure to implement and maintain reasonable

measures and precautions to protect the City and the City's facilities from data breaches and the introduction into the City's computer network of any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers. The Vendor will hold harmless, indemnify and defend the City from and against data breaches and malware, ransomware, viruses or other electronic software, routines, programs, codes or devices that may damage or impair the City's computer facilities arising from the Vendor's performance under this Agreement.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid.

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes and federal excise tax. Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request.

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or liability is void unless agreed to by specific acknowledgement of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any suit on this Contract must be filed in a court of proper jurisdiction in Dallas County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated

thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Energy Boycott. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

Firearms. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

Critical Infrastructure. In accordance with Chapter 2274, Texas Government Code, the City may not enter into a

contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

Anti-Boycott Israel Verification. In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company,

wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

VENDOR:

Teague Nall and Perkins, Inc.

By _____
Signature

Name

Its _____
Title

Date: _____