

STATE OF TEXAS	§	
	§	AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DALLAS	§	

This Agreement for Professional Services (“Agreement”) is made by and between the City of Farmers Branch, Texas (“City”) and CEC Corporation, an Oklahoma for-profit corporation, licensed in Texas (“Professional” or “CEC Corporation”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives, effective as of the last date of signing hereof (“Effective Date”).

RECITALS

WHEREAS, City desires to engage the services of Professional as an independent contractor/consultant, and not as an employee, to provide professional services consisting of the preparation of Shoredale Lane Waterline Improvements (“Project”), as set forth in the Scope of Services attached hereto as “Exhibit A” and incorporated herein by reference (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until Professional completes the services and City has accepted the same, unless sooner terminated as provided herein.

Article II Scope of Service

2.1 Upon written notice to proceed by City, Professional agrees to provide to City the Project services as set forth in the Scope of Services and incorporated herein by reference. Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

2.2 The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be.

2.3 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon payment of all amounts due Professional hereunder, all materials, reports and instruments of service prepared by Professional in connection with this Agreement shall become the property of City. City shall have the right to publish, disclose, distribute, and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all drawings, materials, specification, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services (the "Engineering Contract Fee Proposal" attached hereto as Exhibit "A.").

Article III Schedule of Work

3.1 Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in an amount not to exceed Fifty-eight thousand six hundred forty (\$58,640.00) as set forth in the Scope of Services.

4.2 Payments shall be billed and paid monthly based on an estimated percentage of the Project's completeness. Progress payment amount totals may, and likely will, vary from month-to-month. If an undisputed invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated pursuant to Texas Government Code Chapter 2251.

4.3 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a pre-approved lump sum basis, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Professional shall submit monthly progress reports and attend progress meetings as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

5.5 (a) All documents including but not limited to reports, drawings and specifications, provided or furnished by Professional pursuant to this Agreement are instruments of service in respect to the Project, whether or not the Project is completed, and shall be the property of the City. The City shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. The Professional shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the Professional which have previously been prepared by the Professional and which are not created for the sole and specific purpose of this Project, such copyright protections or reservations of rights shall be expressly stated thereon.

(b) When such documents are in electronic form, the City shall own copies of data files, text, specifications or drawings for the City's information in its use of the Services. However, due to the potential that electronic information can be modified by the City or other persons, unintentionally or otherwise, Professional reserves the right to remove all indicia of its ownership and/or involvement from each electronic display or file. For documentation purposes, the original computer files will be retained by Professional for a period not to exceed five (5) years after completion of the Services. Thereafter, all such files shall be remitted to the City.

(c) In addition, electronic information created and produced by Professional is considered a part of Professional's instrument of service and will not be used by the City on other Services, for additions to this Service, or for completion of this Service by another design professional except by agreement or Professional's default.

(d) Any such use or reuse of any instrument of service by the City or others without written verification or data adaptation by Professional for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Professional.

Article VI

Default; Force Majeure

6.1 Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

6.2 Default by Professional. In addition to default under Section 6.1 above, the Professional shall be in default under this Agreement if the Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to the Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to the Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional or other consequential damages. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of the Professional.

6.3 Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is

reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable. A failure to timely provide the foregoing notice shall be a waiver of any claim for Force Majeure.

Article VII Termination; Suspension

7.1 Termination Upon Default. In the event that either party believes the other party has committed a material breach of this Agreement or is otherwise in default of its obligations herein, the notifying party shall provide written notice to the defaulting party specifying the nature of the alleged default. The defaulting party shall have thirty (30) days from receipt of such notice to cure the alleged default. If, after 30 days, the defaulting party fails to cure the default, then the notifying party may terminate this Agreement for default.

7.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice. In the event of City termination for convenience, the Professional shall receive full compensation for all work completed at the time of the termination.

7.3 Termination Following Request for Modification. Should the City require a modification of this Agreement with Professional, and in the event the City and Professional fail to agree upon a modification to this Agreement, the City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to the Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

Article VIII Insurance/Indemnification

8.1 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$5,000,000.00 in the aggregate; (ii) a policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy

limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

(b) All insurance shall be endorsed to provide the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, Professional shall provide at least thirty (30) days' prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the requires insurance policies, Professional shall cause a certificate of insurance and policy endorsements to be issues evidencing the requires insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein.

8.2 Indemnification. PROFESSIONAL DOES HEREBY AGREE, COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL CONDUCT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE §130.002(B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY

PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.3 Notice of Claim. Professional shall promptly advise City in writing of any claim or demand against City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

8.4 Liability Limitation. There is no limitation of Professional's liability and none will be acknowledged, agreed to or otherwise recognized in connection with this agreement or any services provided by Professional, regardless of any term or provision contained within any other document that may form a part of the agreement between the City and Professional.

Article IX Miscellaneous

9.1 Promotional Use of Project. Professional may take video or photographs of the Project, as well as use such photos, City logo/service mark, and identify and name the Project and City for the purposes of external marketing, promotional media, or submission of the Project to award programs. Professional shall not include confidential or proprietary information to the extent the City has previously advised in writing specific information or areas are considered such. City may revoke this right at any time upon written notice. This section shall survive termination.

9.2 Reliance on City-Provided Information. Unless explicitly stated otherwise in this agreement, Professional may rely upon the documents, measurements, data, and other information provided by the City in performing Professional's services.

9.3 Intellectual Property.

(a) "Intellectual Property" as used in this Agreement shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.

(b) "Work Product" as used in this Agreement shall mean any and all work created by Professional in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.

(c) "Deliverable" as used in this Agreement shall mean a Work Product required to be delivered to City under the Agreement and actually delivered to City by Professional.

(d) City shall own all Deliverables delivered to City by Professional.

(e) Professional shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon City's final and full payment of all fees under the

Agreement, and provided there is no dispute between City and Professional related to the Agreement or the services provided by Professional under the Agreement, Professional shall grant City an irrevocable, royalty-free, world-wide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.

(f) City shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Professional.

9.4 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter. No statement, term or provision in any proposal, response to any Request for Proposal or Qualifications, Statement of Qualifications, general conditions, invoice, bill or statement submitted by Professional to City will be construed to waive, amend or modify any term or provision of this Agreement. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

9.5 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

9.6 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

9.7 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.8 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

9.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9.10 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

9.11 Notice. All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report that reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient.

9.12 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either City or Professional. Nothing in this Agreement shall be deemed in any way to grant or confer any right, title or interest in or to any person not a party to this Agreement.

9.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9.14 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.

9.15 Boycott Prohibitions.

(a) The Professional verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this 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.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Contract will not boycott Energy Companies as that term is defined in Texas

Government Code Section 809.001, as amended. 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 of Professional executing this Agreement represents that neither Professional 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.

(c) **Prohibition on Discrimination Against Firearm Entities And Firearm Trade Associations.** Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

9.16 **Iran, Sudan, and Foreign Terrorist Organizations.** The Professional represents that neither it nor any of its parent company, wholly- or 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 or State law and excludes the Professional and each of its parent company, wholly- or 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 Professional understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

9.16 **No Waivers.** A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.

9.17 Immunities. Nothing in this Agreement shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

9.18 Time is of the Essence. Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

9.19 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

SIGNED AND AGREED the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

CITY OF FARMERS BRANCH, TEXAS

CEC Corporation.

By: _____
Benjamin Williamson
City Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Notice Address:
City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234
Benjamin.williamson@farmersbranchtx.gov

Notice Address:
CEC Corporation
740 N. Watters Rd., STE. 100
Allen, TX 75013

APPROVED AS TO FORM:

David M. Berman, City Attorney



ENGINEERING CONTRACT FEE PROPOSAL

For



**FARMERS
BRANCH**

City of Farmers Branch

Shoredale Lane Waterline Improvements

Farmers Branch, Texas

May 26, 2026

CEC®

740 N. Watters Rd., Ste. 100

Allen, TX 75013

P: 214.304.7300

CONNECTCEC.COM

GENERAL SCOPE OF SERVICES

CEC Corporation DBA Texas CEC Corporation (hereinafter referred to as CEC) proposes to provide professional services as described herein for the City of Farmers Branch. The following is our understanding of the project and scope of our recommended design services associated with the replacement of approximately 1,300 LF of 8" Transite waterline in north central Farmers Branch on Shoredale Lane from Hollandale Lane to Hollandale Lane.

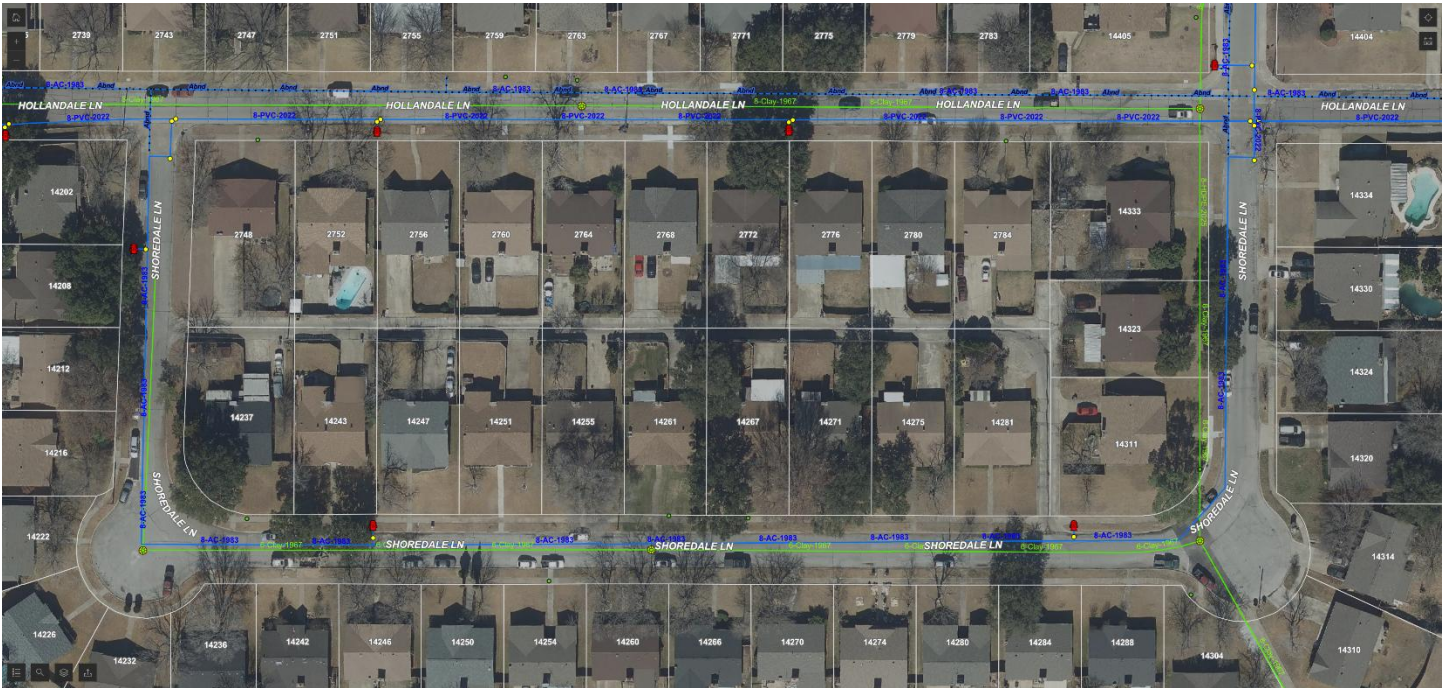


Image 1 – GIS Map Provided by CLIENT

Our proposed Scope of Services is as follows:

CIVIL ENGINEERING SCOPE

SURVEY SERVICES

- Topographic Survey Services within project extents
- Control tied to City Control Network
- 3 GPS Control Points (not leveled)
- 50-foot cross sections (sidewalk to sidewalk)
- Visible utility appurtenances and 811 marks
- Sanitary and storm inverts
- Water valve top nut elevations
- Trees inside scope area (if any)

SUE SERVICES

- Level D – Records research to assess utilities anticipated to lie within the project extents.
- Information from all records obtained will be compiled into a single .dwg basemap file

CONSTRUCTION DOCUMENT SERVICES

- Submit 60% plans (pdf set and 2 half-size hard copies) to the City for review prior to proceeding to 90% plans
- Submit 90% plans (pdf set and 2 half-size hard copies) to the City for review prior to proceeding to final plans
- Prepare final plans, specifications, and engineer's opinion of probable construction cost
- Complete a Quality Assurance/Quality Control (QA/QC) review prior to submittal

BIDDING SERVICES

- Post project on CivCast
- Respond to bidder questions
- Attend pre-bid meeting
- Issue any addenda
- Create bid tabulation
- Issue recommendation letter

CONSTRUCTION ADMINISTRATION

- Attend pre-construction meeting
- Review contractor submittals for general conformance with contract documents

RECORD DRAWINGS

- Compile field changes and record information provided by the contractor or Client
- Incorporate revisions into final drawings and submit record drawings

ITEMS *EXCLUDED FROM THE SCOPE OF SERVICES*

- Asbestos abatement. A.C. pipes will be grouted and abandoned in place
- Legal descriptions or exhibits for required permanent or temporary easements
- ROW/Boundary Verification
- Professional Land Surveying Services (i.e. RPLS Sealed drawings)
- Geotechnical investigation/pavement recommendations
- Material Testing
- Inspection Services

PROJECT SCHEDULE

Following receipt of the Notice to Proceed, it is expected that CEC personnel can begin working on the project within two (2) weeks.

PROPOSED ENGINEERING CONTRACT FEE SUMMARY

Survey Services	\$9,300.00
SUE Services Level D	\$3,000.00
Construction Documents	\$37,910.00
Bidding Services	\$1,580.00
Construction Administration	\$5,200.00
Record Drawings	\$1,650.00

TOTAL Proposed Fee **\$58,640.00**

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. In lieu of subsequent contract documents, this document in its entirety, including the following Terms and Conditions page, shall govern as a contract between the signing parties. A returned signed copy of this proposal will be considered a 'notice-to-proceed' and will be a legally binding document. If the terms are agreeable, please sign and return a scanned copy / hard copy to my email or at the address listed on the cover page. If you have any questions or need additional information, please contact Felicia Jackson at felicia.jackson@connectcec.com or 469-907-2182.

Submitted for approval by:



Felicia Jackson, P.E.
N. Dallas Metro Municipal Dept. Manager
CEC Corporation
May 26, 2026

Accepted by:

By: _____

Print: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Notes:

1. The fee shall be invoiced by CEC on a progressive basis either monthly or in accordance with formal design review submissions and monthly construction progress as directed by CLIENT.
2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.
3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days,

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. Scope. The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. Standard of Care. CEC will perform the services limited to and in accordance with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of Client's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.

5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors.

7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CEC to respond to any subpoena or governmental inquiry or audit related to the services at CEC's standard rates then in effect.

9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$5,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional coverage.

10. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or \$25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. CEC shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.