



Samit Patel Design Studio

358 Ashley Drive
Coppell, Texas 75019
214-995-9530

September 17, 2025

Mr. Robert Diaz
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, Texas 75234

Re: Professional Landscape Architecture Services
for Squire Park Renovation Project

Mr. Diaz,

I would like to thank you for the opportunity to submit this proposal for professional landscape architecture design services for the Squire Park Renovation project. This agreement prepared by **Samit Patel Design Studio (SPDS)** is between **SPDS** and The City of Farmers Branch (Client).

Please find following a Scope of Services describing the general intent of the project and the extent of the services to be performed by **Samit Patel Design Studio**.

Once again, thank you for this opportunity. We look forward to serving you.

If you have any questions or require any additional information, please call me, 214-995-9530.

Sincerely,

Samit J. Patel, PLA
President

Samit Patel Design Studio

SJPLAdesign

samit@samitpatelds.com

214-995-9530



SCOPE OF SERVICES

Samit Patel Design Studio shall provide professional landscape architecture design services for the renovation of Squire Park, a 1.75-acre neighborhood park on Squire Drive, in Farmers Branch, Texas. The general purpose of this agreement is to develop a Schematic Design and Construction Document Drawing Package to facilitate bidding and construction for the Park. The design will be based on the general program reviewed by City Council on August 19th, 2025 and refined by City Council on September 16th, 2025, with a \$1 Million construction budget.

The general program includes:

- Shade Structures
- Park Shelter
- Playground appropriate for 2-5 years age, 5-12 years age and ground level accessible elements
- Basketball Court
- Water Play Element
- Parking
- Walking Paths
- Site Furnishings including Tables, Benches, and Trash Receptacles
- Drinking Fountain
- Lighting

SPDS's services shall be performed as follows:

1. Project Management

SPDS will provide project management throughout the project for their work. **SPDS** will coordinate with the Client to establish, maintain and adjust project schedules, milestones and progress of work for the project. **SPDS** will maintain contact with the Client via phone, email, and in-person meetings as required throughout the project.

DELIVERABLE:

- None

MEETINGS:

- In-Person Progress Meetings as needed.

2. Schematic Design

a. Base Data Gathering and Base Plan Preparation

- i. The client will provide a Topographic Survey in CAD and PDF for use in developing a working base drawing in CAD and for generating plan level plans, graphics, and imagery.



- ii. The client will provide any additional, relevant information including but not limited to digital imagery, aerial imagery, utility information, and plans for relevant future work in area.
 - iii. **SPDS** will prepare a working base drawing in CAD from the topographic survey.
- b. **SPDS** will prepare a conceptual design plan of the park based on the general program listed above to the approved \$1 Million budget. The plan will show the relationship, size, orientation, and configuration of program elements. The plan will represent the full build-out of the park. The construction may be executed in full at once or in phases at the Client's discretion.
- c. **SPDS** will gather affinity imagery of program elements.
- d. **SPDS** will review the design concept with the Client in a single Schematic Design Review Meeting.
- e. **SPDS** will review the design concept with the Farmers Branch Parks & Recreation Board in a single Board Meeting.
- f. **SPDS** will update the conceptual design based on the feedback received from the Design Review Meeting and Farmers Branch Parks & Recreation Board.
- g. **SPDS** will prepare a Budgetary Estimate of Probable Costs based on the updated conceptual design concept.
- h. **SPDS** will review the updated design concept and budgetary estimate with the Client in a second Schematic Design Review Meeting.
- i. **SPDS** will prepare a color rendered Schematic Design Plan Graphic.
- j. **SPDS** will present the Schematic Design with budgetary estimate to Farmers Branch City Council at a single Council Meeting

DELIVERABLE:

- Schematic Design Plan – B&W PDF formatted to print full-scale at 22"x34" sheet size and true half-scale at 11"x17" sheet-size.
- Schematic Design Plan Graphic – Color PDF graphic of Schematic Design Plan

MEETINGS:

- Two (2) Schematic Design Review Meetings – In-person
- One (1) Farmers Branch Parks & Recreation Board Meeting – In-person
- One (1) Farmers Branch City Council Meeting - In-person

3. Design Development (60% Construction Drawings)

- a. **SPDS** will prepare Design Development Plans for the proposed design incorporating all written comments received from Schematic Design. Plans will be for a single phase of bidding and construction. If multiple phases are requested, additional services will be required to prepare multiple drawing packages.

Plans will include:

- i. Site Plan – identifying all elements within the proposed scope of work.



- ii. Preliminary Grading Plan – showing general flow of direction and critical spot elevations.
- iii. Design Details (Not for Construction)
 - Shade Structures – Showing size and configuration (No structural or foundation information).
 - Park Shelter – Showing size and configuration (No structural or foundation information).
 - Playground appropriate for 2-5 years age, 5-12 years age and ground level accessible elements – Showing general layout and identifying elements.
 - Water Play Element – Showing general layout and identifying elements (No piping, pump systems, or utility information).
 - Site Furnishings Schedule – Identifying Tables, Benches, Trash Receptacles, and Light Poles and Fixtures.
- b. **SPDS** will procure the services of a Geotechnical Engineer to prepare a Geotechnical Report to provide structural design recommendations for the proposed design elements.
 The services will include the following:
 - i. Subsurface Exploration

Experienced drillers and technicians will evaluate subsurface conditions with a total of five (5) sample borings to a depth of 20 feet below existing grades.

The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

Personnel will stake the boring locations using hand-held GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.
 - ii. Laboratory Services

Considering the planned facilities, anticipated soil conditions and

geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- percent passing #200 sieve
- hydrometer grain size analysis
- liquid and plastic limit determinations
- unconfined compression tests on soil
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests
- soluble sulfate tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

iii. Engineering Services

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions
 - recommendations for foundation type, depth and allowable loading, including the use of a monolithic, slab-on-grade
 - minimum penetration of piers to resist uplift (if required)
 - foundation construction requirements
 - recommendations for floor slab support, including an evaluation of the swell characteristics of the subgrade soils
 - earthwork recommendations
 - guidelines for pavement design
- c. **SPDS** will prepare Opinion of Probable Construction Costs (OPCC) based on the Design Development plans.
- d. **SPDS** will submit plans for review by Client.
- e. **SPDS** will attend a single Plan Review Meeting with Client to review comments. Client will provide all comments and feedback in a single, consolidated, typed correspondence to **SPDS** prior to the meeting.

DELIVERABLE:

- Design Development Plans – B&W PDF formatted to print full-scale at 22"x34" sheet size and true half-scale at 11"x17" sheet-size.
- Opinion of Probable Construction Costs – B&W PDF formatted to print on letter size paper.

MEETINGS:

- One (1) Design Review Meeting – In-person.



- One (1) Design Development Plan Review Meeting – In-person.
4. Construction Documents (Issued for Construction)
- a. **SPDS** will prepare construction documents communicating the design and details for the construction of the design. Plans will be for a single phase of bidding and construction. If multiple phases are requested, additional services will be required to prepare multiple drawing packages.
Plans will include:
 - i. Site Plan – identifying all elements within the proposed scope of work.
 - ii. Tree Protection Plan and Details.
 - iii. Erosion Control Plan and Details.
 - iv. Demolition Plan – identifying all elements to be removed.
 - v. Layout Plan – showing dimensional layout of the proposed design.
 - vi. Grading Plan – showing contours and spot elevations.
 - vii. Storm Drainage Plan and Details.
 - viii. Utilities Plan and Details.
 - ix. Electrical Plan – showing line layouts from power source to required elements (including relevant details).
 - x. Site Details.
 - xi. MEP Plans and Details – related to splashpad
 - xii. Landscape Plan and Details.
 - xiii. Irrigation Plan and Details.
 - b. **SPDS** will update Opinion of Probable Construction Costs (OPCC) based on the prepared plans.
 - c. **SPDS** will prepare Technical Specifications based on the prepared plans formatted per City template.
 - d. **SPDS** will conduct an internal QA/QC review of the drawings including a peer review.
 - e. **SPDS** will submit plans for review by the City. Client shall provide all consolidated comments in a single, typed correspondence.
 - f. **SPDS** will attend one (1) Plan Review Meeting with the Client to review the plans, specifications, and OPCC.
 - g. **SPDS** will update plans, specifications per comments discussed and approved in the Plan Review Meeting and prepare Issued For Construction (IFP) plans for bidding and construction.
 - h. **SPDS** will submit IFC plans to the Client's preferred Registered Accessibility Specialist (RAS) licensed by the Texas Department of Licensing and Regulation (TDLR) for accessibility review. **SPDS** will receive comments and update design and plans as required. **SPDS** will issue Addendum reflecting changes. Client shall pay required fees and costs of services directly to the RAS.

**DELIVERABLE:**

- Issued For Construction (IFC) Plans – B&W PDF formatted to print full-scale at 22"x34" sheet size and true half-scale at 11"x17" sheet-size.
- Technical Specifications based on IFC Plans – B&W PDF formatted to print on letter size paper.
- Engineer's Estimate – B&W PDF formatted to print on letter size paper.

MEETINGS:

- One (1) Plan Review Meeting of 100% Plans, Specifications, and Estimate – In-person.

ASSUMPTIONS

- A. All services shall be completed one (1) time only. Repetition of any tasks, beyond the design/review processes described above shall be considered as additional services.
- B. All Deliverables will be in digital (electronic) format via email or electronic file transfer. No hard copy deliverables or materials, or printing of any plans, graphics, or documents shall be provided.

EXCLUSIONS

The following items are also explicitly excluded from the Scope of Services as stated above under this contract and will be considered "Additional Services." Other items not specifically identified within the Scope of Services above are also excluded from this contract and will also be considered "Additional Services." Additional services will be performed at a fixed rate fee or hourly agreement to be agreed upon at the time of request.

1. No topographic or boundary survey services will be provided under this contract.
2. No architectural (including structural or MEP) drawings, details, or specifications related to built structures will be provided under this contract.
3. No public input process is included within this contract.
4. No Site Plan Submittal / Development Review Committee Submittal / Technical Review Submittal / or other related submittals to the City that require separate plans sets and/or submittal and review process
5. Energy modeling, i.e. for IECC compliance.
6. Commissioning of electrical systems.
7. Detailed drainage studies
8. Traffic Impact Analysis (TIA)
9. As-built drawings/certifications.
10. Permit fees.
11. Project-related permitting.
12. Easement legal descriptions and exhibits.
13. No Bidding Phase Services shall be provided under this contract.



14. No Construction Phase Services shall be provided under this contract. Construction Phase Services shall be defined as any work after the submission of the Final Plans and directly related to the scheduling, coordination, observation, clarification or evaluation of site preparation, installation or fabrication.
15. Services typical of General Contractor duties, including but not limited to:
 - a. Coordination between contractors of different trades.
 - b. Coordination of schedules of different tasks or trades.
 - c. Acquiring of materials, equipment or labor.
16. Self-execution of all and any part of the construction or installation.

FEES

Samit Patel Design Studio shall perform the Scope of Services as described above for the lump sum fee of **One Hundred Thirty-Four Thousand One Hundred Dollars and Zero Cents (\$134,100.00)**.

ADDITIONAL SERVICES

Additional Services shall not be performed without written authorization from the Client.

We look forward to the opportunity to work with you. If you have any questions, please give me a call, 214-995-9530.

Sincerely

Samit J. Patel
President

Samit Patel Design Studio

_____ Date: September 17, 2025

Accepted: City of Farmers Branch

By: _____ Date: _____



CONTRACT TERMS AND CONDITIONS

1. Effective Date Payment

This agreement will become effective upon its execution by the client or when client provides written authorization to **SPDS** to begin work.

2. Standard of Care

SPDS will perform its services in accordance with the professional care and skill ordinarily provided by competent engineers or architects practicing under the same or similar circumstances. In performing these services, **SPDS** cannot ensure perfection and therefore does not make any warranties, either expressed or implied, as to the quality of its services or of its drawings. To the extent that **SPDS** is relying upon documents supplied to it by the owner or the owner's consultants, it will be entitled to rely upon the accuracy of those documents in preparing its drawings.

3. Parties to this Agreement

This is a professional services agreement which **SPDS** is entering into for the exclusive benefit of the Client. There are no third-party beneficiaries of the agreement, and both **SPDS** and the Client agree not to assign this agreement or any causes of action which arise under it without the express written consent of the other party.

4. Statement and Payment

Fees for professional services and reimbursable expenses will be invoiced to the Client monthly based on the percentage of work completed for each task. A task-by-task description of the work performed will be submitted with each invoice at the client's request. **SPDS** reserves the right to suspend services in the event that the invoices exceeding a total amount of \$5,000 remain unpaid for more than thirty (30) days.

5. Termination

The Client may terminate this agreement upon written notice to **SPDS**, in which event the Client will compensate **SPDS** for all work performed by **SPDS** prior to termination. **SPDS** may terminate this agreement upon ten (10) days' written notice to the Client after the occurrence of any of the following:

- a. The Client's failure to pay **SPDS**'s invoices within thirty (30) days;
- b. Suspension of the project for more than sixty (60) days;
- c. The Client's material default of any terms of this agreement; or
- d. The Client's failure to execute this agreement.

6. Risk Allocation

SPDS will be responsible only for its own work and not for defects in the work designed or built by others. **SPDS** will not be responsible for consequential damages either to the Client or to other members of the construction team, including without limitation damages for delay or for construction inefficiencies for any cause whatsoever where such damages are caused by others.

7. Dispute Resolution

As a condition precedent to either Client or **SPDS**'s filing of any claim in litigation, the President of **SPDS** and the Client will meet within thirty (30) days of a request by either



party to attempt to resolve the dispute. **SPDS** will not be required to participate in any mediation or arbitration proceeding with any parties other than the Client without **SPDS**'s consent. Venue for any dispute arising out of the services provided by **SPDS** under this agreement will be in the District Court of Dallas County, Texas. Any applicable statute of limitations will commence to run and any cause of action will be deemed to have accrued not later than the date of the substantial completion of the project on which **SPDS**'s services are provided.

8. Revised Project Budget

If the project budget defined by the scope of services is increased or decreased by more than ten percent (10%) after design/development phase of the work, the time and effort required to redesign the project within the new budget will be considered additional services to the agreement.

9. Additional Services

Additional services are services that may be needed by the Client, but which are not included in the Scope or Services as describe in this contract. Additional services will be provided only with prior written approval of the Client, and include but are not limited to the following:

- a. Preparation and presentation of graphic exhibits other than those described in the Scope of Services.
- b. Revisions and changes in drawings, specifications or other documents previously given by the Client, or preparation of alternatives or deductive change orders requested by the Client.
- c. Preparation of record drawings or of measured drawings of existing conditions.
- d. Providing prolonged construction observation should the construction time be substantially extended through no fault of **SPDS**.
- e. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for **SPDS** scope items is reduced through no fault of **SPDS**.

10. Any offer to contract with the Client shall be considered an executed certification that the SPDS 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.

11. The Client'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 Client 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 Client will remit any undisputed portion, and the parties will exercise diligence to resolve the dispute. No invoice, quote or purchase order submitted by SPDS will modify any term of this Contract.

12. 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.
13. SPDS shall indemnify, hold harmless and defend the Client, 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 SPDS, its officers, agents, and employees. It is understood and agreed that the SPDS and any employee or subcontractor of SPDS shall not be considered an employee of the Client. The SPDS shall not be within protection or coverage of the Client's workers' compensation insurance, health insurance, liability insurance or any other insurance that the Client from time to time may have in force and effect. Client specifically reserves the right to reject any and all SPDS's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on Client property or their interaction with Client employees be found not in the best interest of the Client or is found to interfere with the effective and efficient operation of the Client's workplace.
14. SPDS's indemnity obligations extend to its failure to implement and maintain reasonable measures and precautions to protect the Client and the Client's facilities from data breaches and the introduction into the Client'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 SPDS will hold harmless, indemnify and defend the Client from and against data breaches and malware, ransomware, viruses or other electronic software, routines, programs, codes or devices that may damage or impair the Client's computer facilities arising from the SPDS's performance under this Agreement.
15. The Client is not liable to SPDS for any federal, state, or local taxes for which the Client 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.

16. Any provision of the Contract that seeks to waive the Client's immunity from suit and/or liability is void unless agreed to by specific acknowledgement of the provision within the contract.
17. For contracts that require Client 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 Client may not accept or enter into a contract until it has received from the SPDS 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 SPDS understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the Client 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 Client. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the Client prior to the award of the contract. Neither the Client 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 SPDS with respect to the proper completion of the TEC Form 1295.

18. **Energy Boycott.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the Client 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 SPDS verifies SPDS 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 Client determines the requirements of Subsection 2274.002(b) are inconsistent with the Client'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.
19. **Firearms.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the Client 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 SPDS verifies SPDS 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 Client contracts with a sole-source provider or if the Client does not receive any bids, if applicable, from a company that is able to provide the required verification.

20. **Critical Infrastructure.** In accordance with Chapter 2274, Texas Government Code, the Client 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 Client for product warranty and support purposes and (2) if the Client 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 SPDS represents that neither SPDS nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the Client 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.
21. **Anti-Boycott Israel Verification.** In accordance with Chapter 2271, Texas Government Code, the Client 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 SPDS verifies that SPDS 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 SPDS 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.



22. Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of SPDS represents that neither SPDS 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.