



VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a Texas home rule municipal corporation, acting by and through its duly authorized Assistant City Manager, and **SPSD, INC.** (“Vendor”), a Texas corporation acting by and through its duly authorized representative, each individually referred to as a “party” and collectively referred to as the “parties.”

1. **Scope of Services.** In accordance with RFP 25-0040, Vendor will provide a variety of native trees and watering services and may provide substitutions as approved by the Park & Recreation Department (“Services”), which Services are set forth in more detail in Exhibit A, attached hereto and incorporated herein for all purposes.

2. **Term.** The initial term of this Agreement is for one year (“Initial Term”), beginning on the date that this Agreement is executed by the City’s Assistant City Manager (“Effective Date”), unless terminated earlier in accordance with this Agreement. City will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to (1) one-year renewal option (“Renewal Term”).

3. **Compensation.**

3.1 Total compensation under this Agreement will not exceed **One Hundred Thousand Dollars and Zero Cent (\$100,000.00)** per term.

3.2 City will pay Vendor in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code) and provisions of this Agreement, including Exhibit B, which is attached hereto and incorporated herein for all purposes.

3.3 Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. **Termination.**

4.1 **Written Notice.** City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with at least 30 days’ written notice of termination.

4.2 **Non-appropriation of Funds.** In the event no funds or insufficient funds are appropriated by the Fort Worth City Council in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the

fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 Duties and Obligations of the Parties. In the event that this Agreement is terminated early, City will pay Vendor for services actually rendered up to the effective date of termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City-provided Information or data to City in a machine-readable format or other format deemed acceptable to City.

5. Disclosure of Conflicts and Confidential Information.

5.1 Disclosure of Conflicts. Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.

5.2 Confidential Information. Vendor, for itself and its officers, agents, and employees, agrees that it will treat all information provided to it by City ("City Information") as confidential and will not disclose any such information to a third-party without the prior written approval of City.

5.3 Public Information Act. City is a government entity under the laws of the State of Texas and as such all documents held or maintained by City may be subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked by Vendor as "Confidential" or "Proprietary," City will promptly notify Vendor. It will be the responsibility of Vendor to submit to the Office of the Attorney General of the State of Texas reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

5.4 Unauthorized Access. Vendor must store and maintain City Information in a secure manner and will not allow unauthorized users to access, modify, delete, or otherwise corrupt City Information in any way. Vendor must notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor will, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and will fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. Right to Audit. Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.

7. **Independent Contractor.** It is expressly understood and agreed that Vendor will operate as an independent contractor as to all rights, privileges, and work performed under this Agreement, and not as agent, representative, or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor will have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, vendors, and subcontractors. Vendor acknowledges that the doctrine of *respondeat superior* will not apply as between City, its officers, agents, servants, and employees, and Vendor, its officers, agents, employees, servants, contractors, and subcontractors. Vendor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City will in no way be considered a co-employer or a joint employer of Vendor or any of Vendor's officers, agents, servants, employees, contractors, or subcontractors. Neither Vendor nor any officers, agents, servants, employees, contractors, or subcontractors of Vendor will be entitled to any employment benefits from City. Vendor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself and any of its officers, agents, servants, employees, or contractors.

8. **Liability and Indemnification.**

8.1 **LIABILITY - VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE, OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.**

8.2 **GENERAL INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, MALFEASANCE, OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.**

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION** – Vendor agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trademark, trade secret, or similar property right arising from City's use of software or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle, or pay will not apply if City modifies or misuses the software and/or documentation. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interests, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City

will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor will fully participate and cooperate with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses will not eliminate Vendor's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor will, at its own expense: (a) procure for City the right to continue to use the software and/or documentation; (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; (c) replace the software and documentation with equally suitable, compatible, and functionally equivalent non-infringing software and documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor, terminate this Agreement and refund all amounts paid to Vendor by City, subsequent to which termination City may seek any and all remedies available to City at law or in equity.

9. Assignment and Subcontracting.

9.1 Assignment. Vendor will not assign or subcontract any of its duties, obligations, or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will remain liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

9.2 Subcontract. If City grants consent to a subcontract, the subcontractor will execute a written agreement with Vendor referencing this Agreement under which subcontractor agrees to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor must provide City with a fully executed copy of any such subcontract.

10. Insurance. Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence
\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will include any vehicle owned, hired, and non-owned.

(c) Workers' Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the Services are being performed.

Employers' liability

- \$100,000 - Bodily Injury by accident; each accident/occurrence
- \$100,000 - Bodily Injury by disease; each employee
- \$500,000 - Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions): Applicable N/A

- \$1,000,000 - Each Claim Limit
- \$1,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage must be claims-made and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance must be submitted to City to evidence coverage.

10.2 General Requirements

(a) The commercial general liability and automobile liability policies must name City as an additional insured thereon, as its interests may appear. The term "City" includes its employees, officers, officials, agents, and volunteers with respect to the contracted services.

(b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. A minimum of ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the City in accordance with the notice provision of this Agreement.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

11. Compliance with Laws, Ordinances, Rules, and Regulations. Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules, or regulations, Vendor must immediately desist from and correct the violation.

12. Non-Discrimination Covenant. Vendor, for itself, its personal representatives, assigns, contractors, subcontractors, and successors in interest, as part of the consideration herein exchanged, agrees that in the performance of Vendor's duties and obligations hereunder, it will not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. Notices. Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants, or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To CITY:</p> <p>City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To VENDOR:</p> <p>SPSD, Inc. Christopher Cobb, Director of Business Development Email: ccobb@spsd.com 2681 E. Lamar Blvd. Arlington, TX 76011 Facsimile: N/A</p>
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14. Solicitation of Employees. Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the other party. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. Governmental Powers. It is understood and agreed that the City does not waive or surrender any of its governmental powers or immunities by execution of this Agreement.

16. No Waiver. The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or

Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. **Governing Law / Venue.** This Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

19. **Force Majeure.** City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event and an explanation as to how it prevents or hinders the Party's performance as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

20. **Headings not Controlling.** Headings and titles used in this Agreement are for reference purposes only, will not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. **Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of contract construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement or Exhibits A and B.

22. **Amendments / Modifications / Extensions.** No amendment, modification, or extension of this Agreement will be binding upon a party hereto unless set forth in a written instrument executed by an authorized representative of each party.

23. **Counterparts.** This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

24. **Warranty of Services.** Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

25. Immigration and Nationality Act. Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all federal and state laws and establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR WILL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR OR VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

26. Ownership of Work Product. City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret, and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation, or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product will be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title, and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration or instrument of transfer, free from any claim, lien for balance due, or rights of retention thereto.

27. Signature Authority. The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. This Agreement, and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

28. Change in Company Name or Ownership. For the purpose of maintaining updated City records, Vendor must notify City's Purchasing Manager, in writing, of a company name, ownership, or address change. The president of Vendor or another authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, a copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation may adversely impact future invoice payments.

29. No Boycott of Israel. **If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply.** Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services 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 terms "boycott Israel" and "company" have the meanings ascribed to those terms in Chapter 2271 of the Texas Government Code. **To the extent that Chapter 2271 of the Government Code is applicable to this Agreement, by signing this Agreement Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

30. Prohibition on Boycotting Energy Companies. If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meanings ascribed to those terms by Chapter 2276 of the Texas Government Code. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**



31. Prohibition on Discrimination Against Firearm and Ammunition Industries. If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges in accordance with Chapter 2274 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services unless the contract contains a written verification from the company that it: (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 terms “discriminate,” “firearm entity,” and “firearm trade association” have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (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 against a firearm entity or firearm trade association during the term of this Agreement.**

32. Electronic Signatures. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file, email, or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

33. Entirety of Agreement. This Agreement contains the entire understanding and agreement between City and Vendor, including their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

City: By: <u></u> Name: Jessica McEachern Title: Assistant City Manager Date: <u>02/13/2025</u>	Vendor: By: <u></u> Name: Christopher Cobb Title: Director of Business Development Date: <u>02/11/2025</u>
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FOR CITY OF FORT WORTH INTERNAL PROCESSES:

Approval Recommended: By: <u></u> Name: Richard Zavala Title: Director Approved as to Form and Legality: By: <u></u> Name: Trey Qualls Title: Assistant City Attorney Contract Authorization: M&C: N/A Form 1295: N/A	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: <u></u> Name: Oliver Penny Title: Landscape Architect Park & Recreation Department City Secretary: By: <u></u> Name: Jannette S. Goodall Title: City Secretary
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EXHIBIT A
SCOPE OF SERVICES

Vendor will provide tree planting and watering services to the Park & Recreation Department in accordance with RFP 25-0040. The volume of work will entail planting a maximum of 30 trees. Samples of such native trees and species is further described below. Due to frequent price changes, the Park & Recreation Department has the authority to administratively approve invoices that contain price increases to inventory, however, the total compensation under this Agreement will not exceed One Hundred Thousand Dollar and Zero Cents (\$100,000.00).

Ite m #	Item	UOM	Quantit y	Unit Price	Total Cost
#1-1	Live Oak, Quercus virginiana, 3" trunk, per caliper measure, includes delivery/installation charges	EA	18	\$1,491.29	\$26,843.22
#1-2	Pecan, Carya illinoensis, 3" trunk, per caliper measure, includes delivery/installation charges	EA	6	\$1,213.48	\$7,280.88
#1-3	Bald Cypress, Taxodium distichum, 3" trunk, per caliper measure, includes delivery/installation charges	EA	6	\$1,269.04	\$7,614.24
#1-4	Live Oak, Quercus virginiana, 4" trunk, per caliper measure, includes delivery/installation charges	EA	18	\$2,173.86	\$39,129.48
#1-5	Pecan, Carya illinoensis, 4" trunk, per caliper measure, includes delivery/installation charges	EA	6	\$1,791.23	\$10,747.38
#1-6	Bald Cypress, Taxodium distichum, 4" trunk, per caliper measure, includes delivery/installation charges	EA	6	\$1,269.04	\$7,614.24
Ite m #	Item	UOM	Quantit y	Unit Price	Total Cost
#2-1	2 T-post method (see Exhibit 4, 4.1)	EA	30	\$36.84	\$1,105.20
Ite m #	Item	UOM	Quantit y	Unit Price	Total Cost
#3-1	Watering, per tree, 4-5 gallons per single application, per inch of trunk diameter, per caliper measure, 3"- 4" trunk, per caliper measure, 2400 quantity estimate represents 30 trees, watered 80 applications per year, for 1 year.	EA	2400	\$15.05	\$36,120.00

EXHIBIT B
PAYMENT SCHEDULE

Following delivery and acceptance of the goods delivered by the City, the Vendor must provide the City with an invoice (i) summarizing the goods delivered, (ii) requesting payment, and (iii) listing the purchase order number on the invoice. If the City requires additional reasonable information, it will request the same promptly after receiving the above information, and the Vendor must provide such additional reasonable information to the extent the same is available. Invoices must be submitted to the City of Fort Worth by email at Supplierinvoices@fortworthtexas.gov or by mail to Attn: Accounts Payable, 100 Fort Worth Trail, Fort Worth, Texas 76102.