

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2023-10013
CITY OF TOMBALL
PARKS, RECREATION, AND TRAILS SYSTEM MASTER PLAN**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and FOUR AND ONE, LLC. ("Consultant").

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

NOW, THEREFORE, the City and Consultant in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**1.
SCOPE OF AGREEMENT**

Consultant agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Consultant compensation as stated in the sections to follow.

**2.
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

3.
OWNERSHIP OF WORK PRODUCT

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Consultant's completion of the services which will result in the production of such instruments and Consultant's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Consultant from continuing to use those processes, analyses and data.

4.
TIME FOR PERFORMANCE

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Consultant has no control.

5.
COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance.

6.
INDEMNIFICATION

Consultant shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind whatsoever, by reason of death or injury to property or third persons to the extent caused by the negligent act or omission of Consultant and its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and Consultant will reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole from the negligence of Consultant.

7.
COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$149,600, including reimbursable expenses.

8.
INSURANCE

Consultant shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

9.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Consultant. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

10.
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Four and One, LLC
Attn: Tara Y. Klein
23544 Coons Road
Tomball, Texas 77375

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

**11.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Consultant has been advised by the City and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**12.
SUCCESSORS AND ASSIGNS**

The City and Consultant bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**13.
DISCLOSURE OF INFORMATION**

Consultant shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**14.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

15.
ADDITIONAL SERVICES

If authorized in writing by the City, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

16.
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

17.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

18.
MISCELLANEOUS PROVISIONS

A. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

B. This Agreement is for sole benefit of the City and Consultant, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

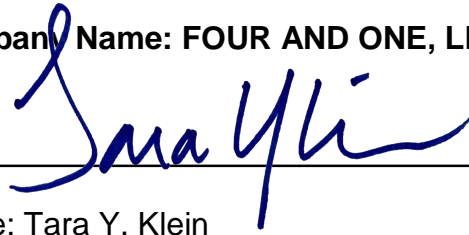
C. Consultant further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

D. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Consultant, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ___ day of _____, 2022.

Company Name: FOUR AND ONE, LLC



Name: Tara Y. Klein

Title: President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Doris Speer, City Secretary

EXHIBIT A



December 2, 2022

City of Tomball
Attn: Drew Huffman
501 James St.
Tomball, TX 77375

Re: MASTER PLAN FOR RECREATIONAL SPACES THROUGHOUT THE CITY OF TOMBALL

Dear Mr. Huffman,

Four and One, LLC (“4&1”) is pleased to submit this proposal for a Park System Master Plan report (the “Project”) to be used as a tool to direct the City for the next 10 years for the existing and potential recreational spaces throughout the City of Tomball (“Client”).

SITE ANALYSIS

During this scope 4&1 will review and inventory of the existing City parks, aquatic facilities, trails, athletic facilities, rental facilities, and open spaces throughout the Tomball city limits. This will include multiple site visits by the design team and potential discussion with maintenance personnel for understanding of park from the facilities and operations. 4&1 will collect aerial photographs, maps, and compile data as necessary to have a cohesive understanding of the city and their internal workings of parks, greenspace, and amenities within the city to be able to identify priorities and budgets for routine replacement, prioritize infrastructure, and capital improvement projects for these existing spaces. 4&1 will also research the surrounding area to determine if there are any opportunities nearby to tie into for recreation, for property acquisition, and to make sure the design is not duplicating amenities within proximity. This task will also include coordination with existing consultants to the city to compile their base map information and any existing survey as well for a cohesive base and programming elements for appropriate conceptual design within the overall master plan.

The maps and images produced and compiled in this scope will be used as exhibits for the community engagement meetings. Compiling and creating a digital survey to be used throughout the Community Engagement scope. This also includes inputting written surveys to digital feedback.

Lump Sum..... \$19,200.00

COMMUNITY ENGAGEMENT

4&1 combined with the communications team at Touchstone District Services (“TDS”) will conduct a needs assessment to gain city departments and citizen input through multiple meetings to the current uses of the park amenities and wants and demands for the future of the community’s public parks system and open spaces.

This will include “Focus Group Meetings” with a combination of different stakeholder groups (i.e. Chamber of Commerce, Rotary Club, EDC, Little League, Tomball ISD, etc.), the City’s various advisory boards including, but not limited to, the Capital Improvement Projects Advisory Committee, Planning and Zoning, and City Council. Stakeholders to give input will also include City staff to provide the element of a realistic plan that can be implemented within timelines and current and potential budgets.

Public Workshops will also be offered for the public to attend and share their opinions. These workshops will be an open house platform for a total of 3 hours with different stations for community members to move through with different opportunities to share and provide input. At these meetings there will be attendance by both 4&1 and TDS to help assist in gaining the most feedback as possible from the attendees.

Part of the scope of community engagement includes branding and advertising these meeting opportunities as well as offering an online portal to share as well. 4&1 with TDS will create a compilation of marketing collateral print materials to be used during data collection pop-ups which can be hosted by community members or by the TDS and 4&1 team. Along with the printed marketing collateral there will also be branded social media content to be used to seek engagement through the City's social media channels as well as a hosted website by TDS to provide information as it comes in to keep the public regularly informed of up-to-date information and seek stakeholder input. The team will provide two options for graphic design and branding to the Client for their final decision. TDS can also provide written articles that both advertise for the events being hosted to gain participation in the feedback process but also follow up articles that summarize the turnouts and highlight the success of meetings as they occur to gain traction and support.

4&1 along with TDS will conduct a needs assessment to include data collected from the stakeholders, City departments, and through citizen input in the planning process through the form of multiple media applications. This information will be collected at the meetings through verbal communication which will be documented through recordings and then transferred as necessary into statistical feedback. The team will also conduct public surveys through the web site, text messaging, and tablets to be used during the Public Workshops to help determine the vision and course for parks and recreation for the City of Tomball. Paper copies will also be available and then converted to digital for running statistical information. At the end of the community engagement scope all the content collected will be compiled into clear and concise records of what the research and engagement was done, and the outcomes of the community's opinions based upon actual feedback will be implemented into the Master Plan.

Hourly (Not to Exceed) \$20,000.00

MASTER PLANNING SERVICES

4&1 will prepare a master plan that will prioritize the focus on Tomball's historic downtown, festivals, parades, parks, trails, and growth of not only recreational activities but also celebrations. The final plan should include a visionary element that represent proposed improvements for the current parks, recreation amenity options, and trail assets coupled with expressions of enhancement. It should include opportunities for expansion and new development. Assets should be seen as usable by more than just one sector of the community. An example would be how a space could be used actively programed and/or passively, for families and individuals. The plan's format shall include understandable language, visual imagery, and encourage usage by a broad audience.

The plan should include segments of implementation, policies for ongoing decision-making as well as specific, achievable actions. It should be driven with short and long-term goals concerning park acquisition and development, recreation program needs, accessibility, and trail connectivity.

4&1, along with staff input will review existing funding sources, research any potential new revenue streams, and provide a 5-year action plan with a 10-year horizon plan to direct the City moving forward.

Conceptual design for improvements will be documented and improvements will be categorized in a five-year Capital Improvement Plan with recommendations and probable cost analysis for the plan.

The plan should utilize a combination of maps, illustrations, tables, and succinct writing to convey its message. Users should be able to determine what the objectives are, and the steps needed to reach the goals.

The master plan will also show the demand-based assessment compiled after all the Community Engagement which can identify what the community wants and what they are willing to support. This will include the in-depth research and engagement with community and various Boards and Commission that is statistically valid for the amenities presented in the Master Plan.

The Master Plan document will be in accordance with the Texas Department of Parks and Wildlife Local Grant Program guidelines to enable the Master Plan to be submitted and approved. In addition, there will be a Design Guideline and Standard Manual to blend with the Park, Recreation and Trails System Master Plan. The Master Plan will meet all requirements and structure necessary for future accreditation with the

Commission for Accreditation of Park and Recreation Agencies (CAPRA), Texas Parks Wildlife Department (TPWD) Master Plan objectives and meet TPWD standards for future Grant opportunities.

Other items that will be provided within the Master Plan are:

- Recommendations as to land acquisition, park and facility development, park improvements, recreational programming and health, trail connectivity, and policy recommendations.
- A citywide trails masterplan including integration of the public sidewalk system.
- Community scaled park survey plan developed park by park.
- Programming recommendations based on wants and feasibility.
- A detailed Parks and Recreation Master Plan document for the City of Tomball, with short, medium, and long-term goals.
- Financial data report and recommendations to support the implementation of the plan.
- A conclusive discussion document that explores the need and feasibility for a Sport Facility in the City of Tomball.
- A community profile and needs assessment. It should be standards-based with a complete accessibility analysis.
- +Creation of marketing materials to be used during future funding efforts. This will be based upon the graphic efforts only and any specialty media is listed below as alternate forms of communication.
- Evaluation and recommendations for new civic space and parkland requirements for new development, focused on policies for amount of land dedicated and park improvements provided by private development.
- Provide a comparative review of parkland dedication requirements in the area and proposed amount for dedication and park development fees.
- Park condition assessment of current spaces with recommendations for replacement, rehabilitation, and reconstruction.
- Design of a comprehensive City Park Style Guide focused on entryway and internal signage.

Once the Master Plan is completed 4&1 will provide an introduction and conclusion presentation to City Council.

<i>Lump Sum</i>	<i>\$95,600.00</i>
<i>+Compile a two-three minute video to advertise the Parks Master Plan</i>	
<i>Lump Sum</i>	<i>\$6,800.00</i>

COMPENSATION

4&1 will provide the above-described scope of services as needed and directed by the Client. Invoicing will be done monthly based upon the percentage of the scope items completed to date. Hourly items and reimbursements will be billed monthly with a brief description will be provided. Any additional services or renderings over the areas described can be added as additional services or to be done hourly with written approval. If the Client determines to go forward with a specific project in the master plan a new proposal will be prepared according to the new scope of work. The scope items above do not include architecture or engineering and if assessed as a needed component of the project then it can be added as an additional service or at an approved hourly rate. All meetings and meeting preparation will be billed on an hourly rate as described in 'Exhibit A' attached to this proposal unless otherwise noted.

Reimbursable expenses are additional and will be invoiced as described below.

REIMBURSEMENTS

The following costs shall be reimbursed at cost plus ten percent to compensate administrative time and are estimated at \$8000. Reimbursable expenses are not included in the fee for professional services.

- a. Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- b. Travel associated with the project, including, but not limited to, mileage (current rate)
- c. Cost of postage and shipping expenses other than first class mail
- d. Cost of digital scanning
- e. Cost of printing for small and large format plots black and white as well as color plots
- f. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- g. Fees for additional consultants retained with the approval of the Client

We look forward to the opportunity on developing a master plan for the City of Tomball. Please do not hesitate to contact me if you have any questions or need any additional information.

Thank you,



Tara Y. Klein, RLA
Four and One, llc
23544 Coons Road
Tomball, TX 77375
281.217.1113p | tara@4and1design.com

APPROVED:

BY

DATE

EXHIBIT A: CONTRACT TERMS AND CONDITIONS

- A. Effective Date Payment
This Agreement shall become effective upon its execution by the Client. Work will commence when the Client provides written authorization to 4&1 to begin.
- B. Standard of Care
4&1 will perform its services in accordance with the standard of care expected of landscape architects doing projects of similar scope in the State of Texas. To the extent that 4&1 is relying upon documents supplied to it by the Client or the Client's consultants, it shall be entitled to rely upon the accuracy of those documents in preparing its drawings or opinions.
- C. Guarantee of Certifications
Unless specifically provided for elsewhere in this Agreement, 4&1 makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of any project. 4&1 makes no guarantees that any grant funding or outside funding will be obtained. Services related to LEED are not included within this proposal.
- D. Parties to this Agreement
This is a professional services agreement which 4&1 is entering into for the exclusive benefit of the Client. There are no intended third-party beneficiaries of the Agreement, and both 4&1 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. The relationship of 4&1 to Client under this Agreement and otherwise shall be that of an independent contractor. 4&1 is not by the terms of this Agreement or otherwise an agent, employee, or representative of Client. It is further expressly agreed that neither 4&1 nor any of 4&1's officers or employees will perform services for Client by or through any other enterprise, including, without limitation, any other consultant of Client.
- E. Instruments of Service
The drawings, specifications, computer files, electronic media, field data, notes and other documents prepared or used by 4&1 for the Client (collectively, the "Documents") shall be the property of the Client. 4&1 agrees that it shall not reuse any portion of the Documents that is unique to the Client or the Client's projects for any other client, without the express written consent of the Client. 4&1 may retain a set of reproducible record copies of the Documents.
The drawings, specifications, computer files, electronic media, field data, notes and other documents prepared by 4&1 for this Project are Instruments of Service for use solely with respect to this Project. 4&1 shall be deemed the author or creator of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All Instruments of Service produced by 4&1 shall be released to Client as Adobe PDF files, and not in the native format available through programs including, but not limited to, InDesign, AutoCad or other proprietary formats.
- F. Indemnification/Release of Drawings
In the event of termination of this Agreement, and 4&1's services are not continued through the completion of the Project for any reason, the Client shall be permitted to use the Instruments of Services prepared by 4&1 and provided to Client, under the following conditions:
1. With the release of 4&1's documents (including any electronic files), 4&1 and its consultants shall have no liability in connection with the drawings and specifications.
 2. The Client shall (and shall require any other design professionals engaged by 4&1 as a subconsultant to complete the improvements on the property to) release, indemnify, defend and hold harmless 4&1 from any and all losses, claims, expenses or liabilities arising from (i) the use of 4&1's Instruments of Service as may be used, revised and/or altered and (ii) the completion of the improvements on the property; and
 3. 4&1 and its subconsultants shall have been paid in full for services, materials and reimbursables provided through to the date of termination.
- G. Statements and Payment
An initial fifteen percent (15%) of the total lump sum contract will be billed upon commencement of the contract. Fees for professional services will be invoiced to the Client monthly based on percentages of the Project completed and any hourly services performed for the month. A task-by-task description of work performed, if billed hourly, will be submitted with each invoice. 4&1 reserves the right to suspend services if invoices exceeding a total amount of \$2,500 remain unpaid for more than sixty (60) days.
- H. Revised Project Budget
If the project budget defined by the scope of services is increased or decreased by more than ten percent (10%) after the 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 this agreement.
- I. Additional Services

Additional services are services that may be needed by the Client, but which are not included in the scope of services. Additional services will be provided only with prior approval of the Client, and include but are not limited to the following:

1. Preparation and presentation of graphic exhibits other than those described in the basic scope of services.
2. Revisions and changes in drawings, specifications or other documents previously given by the Client, or the preparation of alternates or deductive change orders requested by the Client.
3. Preparation of record drawings or of measured drawings of existing conditions.
4. Providing prolonged construction observation should the construction time be substantially extended through no fault of 4&1.

J. Termination

This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice. 4&1 shall be due payment for all services rendered prior to termination.

K. Risk Allocation

4&1 will be responsible only for its own work and not for defects in the work designed by our sub consultants or built by the contractor.

L. Dispute Resolution

As a condition precedent to either the Client or 4&1's filing of any claim in litigation, the Presidents of 4&1 and the Client shall meet within thirty (30) days of a request by either party to attempt to resolve the dispute. Venue for any unresolved dispute arising out of the services provided by 4&1 under this Agreement shall be in Harris County, Texas.

M. Additional Services

Any additional services requested by the Client but not contemplated by this Agreement will be provided by 4&1 pursuant to a separate written agreement between the parties.

N. Insurance Requirements

4&1 shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, design professional liability coverage limits of \$1,000,000 per claim and \$2,000,000 aggregate. 4&1 shall furnish certificates of insurance to the Client evidencing compliance with the insurance requirements hereof. Certificates shall list 4&1, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. 4&1 shall cause its insurance companies to provide the Client with at least thirty (30) days prior written notice of any reduction in the limit of liability, cancellation, or non-renewal of the insurance coverage required under this Agreement. 4&1 shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the State of Texas.

O. Rate Schedule per hour

Licensed Landscape Architect (4&1)	\$ 160.00
Designer (4&1)	\$ 150.00
Strategic Consulting (TDS)	\$ 165.00
Content Production/Design/Sr. Developer (TDS)	\$ 150.00
Event Planning and Attendance (TDS)	\$ 135.00

P. Printing Schedule

Any oversized prints will be sent out for printing and all receipts will be attached to invoices for reimbursement. All Letter and Ledger sized paper will be billed at the pricing below to cover the in-house expense of printing and will be billed to the client monthly with a description of print:

Black and White Letter (8.5"x11")	\$0.25
Color Letter Size (8.5"x11")	\$0.75
Black and White Ledger (11x17)	\$0.55
Color Ledger (11x17)	\$1.75

Q. Consultant, in conjunction with the execution of this contract and in accordance with Chapter 2270, Texas

Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it does not Boycott Israel, as defined in Chapter 808 of Subtitle A, Title 8, Texas Government Code, and will not Boycott Israel during the term of the contract. Consultant hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Consultant.

R. Chapter 2271 – Anti-Boycott of Israel Verification. By signing and entering into the Agreement, Engineer verifies,

pursuant to Chapter 2271 of the Government Code, it is a Company that does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability

- company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- S. Chapter 2274 – Anti - Boycott of Energy Companies Verification. By signing and entering into the Agreement, Engineer verifies, pursuant Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it is a Company that does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy company” has the meaning assigned by Section 809.001, Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.
- T. Chapter 2274 – Anti - Discrimination of Firearm Entity or Firearm Trade Association Verification. By signing and entering into the Agreement, Engineer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code that it 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 this Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The term does not include a sole proprietorship.
- U. Chapter 2274 - Lone Star Infrastructure Protection Act Verification. By signing and entering into the Agreement, Engineer verifies, pursuant to Chapter 2274 of the Government Code that (as added by Senate Bill 2116, 87th Legislature Regular Session): that a) neither Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Engineer, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) 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 China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code.
- V. Chapter 2252 Verification – Anti-Terrorism Verification. Engineer hereby represents and warrants that at the time of this Agreement neither Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Engineer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.
- W. ANTI-TERRORISM VERIFICATION.
Landscape Architect hereby represents and warrants that at the time of this Agreement neither Landscape Architect, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landscape Architect: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.
- X. WAIVER OF CHAPTER 2272 CLAIMS PROCEDURES. Owner and Landscape Architect mutually agree that Chapter 2272 of Subtitle F, Title 10, of the Government Code (“Chapter 2272”), shall not apply to the services provided by Landscape Architect under this Agreement. Owner and Landscape Architect waive the application of Chapter 2272, if any, to this Agreement.
- Y. FEMA/ NRCS CAP
If required to facilitate District’s reimbursement of monies from the Federal Emergency Management Agency, Natural Resources Conservation Services or other governmental entity, District and Landscape Architect will work in good faith to determine a reasonable cap of the Landscape Architect’s fees to meet such reimbursement requirements at the time the work is authorized.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Four and One, llc
 Tomball, TX United States

Certificate Number:
 2022-948642

Date Filed:
 10/25/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Tomball

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COT_Park MP_10-27-22
 Master Planning Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Klein, Tara	TOMBALL, TX United States	X	

5 Check only if there is NO Interested Party.

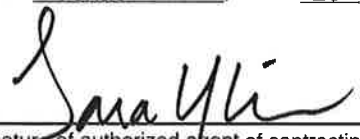
6 UNSWORN DECLARATION

My name is Tara Klein, and my date of birth is 08-26-1978.

My address is 23544 Coons Road, Tomball, TX, 77375, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 25 day of October, 20 22.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Four and One, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

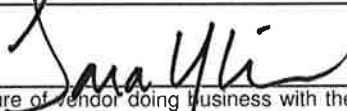
Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

10/25/22

Date