

May 6, 2024
Project No.: 0053414.00

Toni Fisher
CITY OF WILLOW PARK
120 El Chico, Suite A
Willow Park, Texas 76087

Re: Professional & Concept Landscape Architecture Services
2024 PARKS MASTER PLAN ADDENDUM
Willow Park, Parker County, Texas

Dear Mr. Fisher:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project consists of an amendment to the existing parks and trails master plan, to include Kings Gate Park, approximately 30 acres, as well as a conceptual master plan for Kings Gate Park, using the parks and trails master plan to inform programming.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment; and
- Exhibit C – Insurance.

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Dorothy J. Witmeyer, P.L.A.

DJW/teb

General Conditions of Agreement

Westwood Professional Services, Inc.

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”) for the 2024 Parks Master Plan Addendum Project** dated **May 6, 2024** (the “Project”), is an agreement (the “Agreement”) between **City of Willow Park (“Client”)**, located at 120 El Chico, Suite A, Willow Park, Texas 76087 and **Westwood Professional Services, Inc., (“Westwood”)**, located at **4060 Bryant Irvin Road, Fort Worth, Texas 76109**.

1.01 Basic Agreement

Westwood shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Westwood may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Westwood shall perform the Professional Consultant services (hereinafter referred to as the “Services”) for the Project as set forth in Exhibit “A” (the “Scope of Services”), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Westwood, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Westwood will be at Client's sole risk.

3.01 Payment Procedures

Westwood shall be compensated by payment of fees as set forth in Exhibit B (the “Compensation and Method of Payment”) which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Westwood for Services and expenses within thirty (30) days after the date of Westwood's invoice, Westwood may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Westwood has been paid in full all amounts due for Services, expenses, and other related charges. Westwood has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Westwood within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Westwood as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Westwood's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses and Westwood's consultant's charges, if any.
- B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses and Westwood's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Westwood may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses and Westwood's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. By Westwood:
 - 1) Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Westwood's control.

Westwood shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Westwood to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

6.01 Successors, Assigns, and Beneficiaries

Client and Westwood are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Westwood are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Westwood may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Westwood makes no warranties, express or implied, under this Agreement or otherwise, in connection with Westwood's Services and Deliverables. Westwood and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. If Client notifies Westwood of a deficiency, or if Westwood determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Westwood shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Westwood may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Westwood pursuant to this Agreement. Westwood may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Westwood neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Westwood shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Westwood's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Westwood.
- F. It is understood and agreed that if Westwood's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Westwood that may be in any way connected thereto.

- G. Westwood shall be the owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Westwood's receipt of full payment therefore, Westwood hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project: and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Westwood pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Westwood or to Westwood's consultants.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Westwood.
- K. Nothing contained herein shall be construed to mean that Westwood and Client are engaging in a joint venture or partnership.
- L. Westwood shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Westwood or any other party encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. To the fullest extent permitted by law, Westwood shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and reasonable charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused in whole or in part by the negligent acts or omissions, intentional tort or failure to pay a subconsultant of Westwood or Westwood's officers, directors, partners, employees, and Westwood's consultants in the performance and furnishing of Westwood's services under this Agreement.
- B. To the fullest extent permitted by the laws of the State of Texas, Client shall indemnify and hold harmless Westwood, Westwood's officers, directors, partners, employees, and Westwood's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Westwood may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Westwood's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Westwood's respective percentage of responsibility for such cost, loss, or damage. Westwood shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Westwood's provision of the Services or the Deliverables, even if Westwood has been advised of the possibilities of such damages. In no event shall Westwood's total liability in connection with this Agreement exceed the amounts paid by Client to Westwood under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Westwood may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

11.01 Coronavirus Pandemic Impact

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the “Coronavirus Pandemic”), Westwood may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Westwood’s control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from any applicable governmental authority or applicable law that renders Westwood’s or its subconsultants’ performance impossible, impracticable, or contrary to such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Westwood’s reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Westwood determines in good faith and in Westwood’s sole discretion, that it is not feasible for Westwood or its subconsultants to perform the work in accordance with the schedule Westwood shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Westwood shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

12.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Westwood, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Westwood, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care. Client shall indemnify and hold Westwood harmless from claims for damages caused in part by reasons of Westwood’s provision of Services.

13.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Westwood. No third party shall have the right to rely on Westwood’s Deliverables or opinions rendered in connection with the Services without the written consent of Westwood and the third party’s agreement to be bound to the same conditions and limitations as Client.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Westwood and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Willow Park

WESTWOOD:
Westwood Professional Services, Inc.

By: _____

By: _____

Name: _____
(PRINT/TYPE)

Name: _____
(PRINT/TYPE)

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address/Contact for giving notices:

Address/Contact for giving notices:

Westwood Professional Services, Inc.
C/O General Counsel
2805 North Dallas Parkway, Suite 150
Plano, Texas 75093

- Exhibits: A Scope of Services
 B Compensation & Method of Payment
 C Insurance
 D Schedule

EXHIBIT A
SCOPE OF SERVICES

See attached.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘A’ – SCOPE OF SERVICES

2024 PARKS MASTER PLAN ADDENDUM & CONCEPT

PROJECT DESCRIPTION:

The project consists of an amendment to the existing parks and trails master plan, to include Kings Gate Park, approximately 30 acres, as well as a conceptual master plan for Kings Gate Park, using the parks and trails master plan to inform programming (PROJECT).

BASIC SERVICES:

A. Project Management & Coordination

1. Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
- Conduct review meetings with the Client at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the Client.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

B. Conceptual Plan Services:

1. Westwood will provide Landscape Architecture Design services for conceptual design alternatives. Services will typically include conceptual layout of planting areas and ground-plane hardscape such as; pedestrian paving, location of ornamental light fixtures, site furniture, fencing, and seat walls/retaining walls less than 36” in height.

Included in this item:

- Conceptual Design
 - Develop up to two (2) conceptual plan alternatives for client review, selection, and coordination.
 - Develop 2d renderings, to depict the concept options in enough detail to demonstrate design intent to the client. These services may include, but not be limited to hand renderings, computer generated renderings, image boards, or a combination of the above.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- Following the presentation of concepts it is understood that the owner will provide direction for the final concept. Westwood will make up to one (1) set of revisions to the concept to demonstrate the desired outcome of a ‘Preferred Option.’

Not included in this item:

- Modeling of any building architecture
- Renderings considered for construction documents.
- If desired by the client, Westwood will provide additional services to include (but not limited to), program visioning and a construction phasing plan for client review.
- 3D Renderings

C. Strategic Planning Services:

1. Westwood will provide strategic planning services to develop an addendum intended for incorporation into the City’s existing Parks and Open Space Master Plan.

Included in this item:

- Review of existing Parks and Open Space Master Plan.
- Up to two (2) City work sessions in which Westwood staff will present initial ideas, images, concepts, and related planning elements for reaction and input from City staff;
- Preparation of a draft addendum for staff review;
- One (1) follow-up work session for review of the draft. This follow-up work session will not focus on expanding the design content, but rather on validating draft.
- Incorporating feedback from the follow-up work session, Westwood staff will prepare a final addendum document for incorporation into the City’s Parks and Open Space Master Plan.

Not included in this item:

- Site-specific or detailed landscape architectural design;
- Architectural design or guidelines.
- Civil infrastructural planning, design, or specification.
- Additional addendums beyond the inclusion of Kings Gate Park.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

D. Public Presentation Services:

Westwood will provide public presentation services that include working with a small stakeholder group or board selected by City staff to determine contextual design improvements to be incorporated into the project.

Included in this item:

- Two (2) presentations where Westwood staff will show ideas, images, design elements and concepts for reaction and input from the stakeholders or board.
- Taking the input from the presentation, Westwood will incorporate feedback into the final concept included in the Conceptual Plan Services.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT ‘A’

EXHIBIT B
COMPENSATION & METHOD OF PAYMENT

See attached.

EXHIBIT B to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

2024 PARKS MASTER PLAN ADDENDUM & CONCEPT

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$32,400.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Project Management & Coordination	\$ 3,000.00
B. Conceptual Plan Services	\$ 20,000.00
C. Strategic Planning Services	\$ 7,200.00
D. Public Presentation Services	\$ 2,200.00
TOTAL	\$32,400.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood’s cost.

END OF EXHIBIT ‘B’

EXHIBIT C

INSURANCE

See attached.

EXHIBIT C to Agreement between
the City of Willow Park, Texas
("Client") and Westwood Professional
Services, Inc., ("Westwood") for
Consulting Services

EXHIBIT C – INSURANCE

- A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:
1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
 2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
 3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
 4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'