



**Agreement for Professional Services**

Date	<u>December 9, 2025</u>	<b>Office Location:</b> Amarillo, TX
Parkhill Job No	<u>46658.25</u>	Address <u>800 S. Polk St. Ste 200</u>
Project Manager	<u>Corky Neukam, PE</u>	<u>Amarillo, TX 79101</u>
		Phone <u>806.376.8600</u>

**City of Wolfforth**, hereinafter CLIENT, hereby engages and authorizes Parkhill (herein, "**PARKHILL**"), a corporation organized under the laws of the State of Texas, to perform the services set forth below and pursuant to the following terms and conditions.

CLIENT and PARKHILL agree as follows:

**A. Client Information**

Name City of Wolfforth  
 Address 302 Main Street  
 City Wolfforth State TX Zip 79382  
 Representative Randy Criswell Phone 806.855.4120  
 Owner of Property Involved City of Wolfforth

**(Invoicing Information)**

Email Address: rcriswell@wolfforthtx.us  
 Address (if different than above) \_\_\_\_\_

**B. Project Description**

Project Name 2026 Group Seal Coat Client PO No. \_\_\_\_\_  
 Project Address Various Locations throughout Texas  
 \*\*Location of subject Property \_\_\_\_\_  
*\*\*If project does not have an address, add description of where project is located*  
 City Wolfforth State TX Zip 79382  
 Estimated Completion Date November 2026

**PARKHILL'S Services:** A description of services is described on Exhibit A attached to and made part of this Agreement (collectively, the "Services").

**C. Compensation**

- 1.. Basis of PARKHILL's fee
  - Time in accordance with the Hourly Rate Schedule dated 2026 (Compensation Structure attached as Exhibit B), if applicable.

**D. Standard Conditions.** CLIENT accepts the **Standard Conditions** (Exhibit C) attached to this Agreement and agrees that such **Standard Conditions** are incorporated into and made a part of this Agreement.

**E. Counterparts.** This Agreement may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

**F. Exhibits Included:**

- 1. Exhibit A, "Services".
- 2. Exhibit B, "Parkhill Hourly Rate Schedule".
- 3. Exhibit C, "Standard Conditions".
- 4. Exhibit D, "Certificates of Insurance".

**Therefore**, having read, understood and agreed to the foregoing, CLIENT and PARKHILL, by and through their authorized representatives, have subscribed their names hereon effective on the last day signed.

**PARKHILL**

**CLIENT: CITY OF WOLFFORTH**

Signature:   
Name: Kyle Jackson, PE  
Title: Director of Transportation | Partner  
Date: December 9, 2025

Signature: \_\_\_\_\_  
Name: Randy Criswell  
Title: City Manager  
Date: \_\_\_\_\_

EXHIBIT A

Services

CLIENT: City of Wolfforth

DATE: December 9, 2025

PROJECT NAME: 2026 Group Seal Coat

**Services described as:**

Provide Engineering Services for the seal coating of client-indicated streets for the 2026 Group Seal Coat Program.

END OF EXHIBIT

**EXHIBIT B**

**Parkhill**

**Hourly Rate Schedule**

January 1, 2026 through December 31, 2026

Client: City of Wolfforth

Project: 2026 Group Seal Coat Program

Agreement Date: \_\_\_\_\_

Location: Various Locations Throughout Texas

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>SUPPORT STAFF I</b>	\$70.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
<b>SUPPORT STAFF II</b>	\$81.00	Architect	\$176.00	Architect	\$274.00
<b>SUPPORT STAFF III</b>	\$112.00	Civil Engineer	\$213.00	Civil Engineer	\$295.00
<b>SUPPORT STAFF IV</b>	\$119.00	Electrical Engineer	\$204.00	Electrical Engineer	\$290.00
<b>SUPPORT STAFF V</b>	\$131.00	Interior Designer	\$152.00	Interior Designer	\$217.00
<b>SUPPORT STAFF VI</b>	\$143.00	Landscape Architect	\$164.00	Landscape Architect	\$232.00
<b>PROFESSIONAL LEVEL I</b>		Mechanical Engineer	\$198.00	Mechanical Engineer	\$281.00
Architect	\$143.00	Structural Engineer	\$204.00	Structural Engineer	\$263.00
Civil Engineer	\$154.00	Survey Tech	\$159.00	Professional Land Surveyor	\$245.00
Electrical Engineer	\$155.00	Other Professional	\$151.00	Other Professional	\$226.00
Interior Designer	\$132.00	<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
Landscape Architect	\$132.00	Architect	\$214.00	Architect	\$349.00
Mechanical Engineer	\$148.00	Civil Engineer	\$248.00	Civil Engineer	\$356.00
Structural Engineer	\$147.00	Electrical Engineer	\$239.00	Electrical Engineer	\$345.00
Survey Tech	\$125.00	Interior Designer	\$167.00	Interior Designer	\$298.00
Other Professional	\$130.00	Landscape Architect	\$178.00	Landscape Architect	\$298.00
		Mechanical Engineer	\$232.00	Mechanical Engineer	\$332.00
		Structural Engineer	\$236.00	Structural Engineer	\$348.00
		Survey Tech	\$193.00	Professional Land Surveyor	\$297.00
		Other Professional	\$178.00	Other Professional	\$286.00
<b>PROFESSIONAL LEVEL II</b>		<b>PROFESSIONAL LEVEL V</b>			
Architect	\$155.00	Architect	\$260.00		
Civil Engineer	\$173.00	Civil Engineer	\$294.00		
Electrical Engineer	\$176.00	Electrical Engineer	\$288.00		
Interior Designer	\$139.00	Interior Designer	\$200.00		
Landscape Architect	\$139.00	Landscape Architect	\$217.00		
Mechanical Engineer	\$170.00	Mechanical Engineer	\$278.00		
Structural Engineer	\$167.00	Structural Engineer	\$260.00		
Survey Tech	\$136.00	Professional Land Surveyor	\$219.00		
Other Professional	\$137.00	Other Professional	\$198.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026. After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

## EXHIBIT C

**STANDARD CONDITIONS: CLIENT and PARKHILL agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:**

### ARTICLE 1. INVOICING AND SERVICES

#### 1.1 INVOICING

PARKHILL shall submit invoices for services rendered on a monthly basis to CLIENT. Invoiced amounts are due and payable upon presentation and shall be considered past due if not paid within thirty (30) days of the due date. Past due amounts for invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date.

Payments for services rendered by PARKHILL or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, PARKHILL and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

#### 1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, PARKHILL shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that PARKHILL is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, PARKHILL shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. PARKHILL does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

PARKHILL shall not be required to sign any document, no matter by whom requested, that would result in PARKHILL having to certify, guarantee, or warrant the existence of conditions whose existence PARKHILL cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with PARKHILL or payment of any amount due to PARKHILL contingent upon PARKHILL signing any such document.

#### 1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that PARKHILL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that PARKHILL's estimates or opinions of probable construction costs are made on the basis of PARKHILL's professional judgment and experience. PARKHILL makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from PARKHILL's estimates or opinions of probable construction cost.

#### 1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that PARKHILL's scope of services does not include any services related to the presence of any hazardous or toxic materials. If PARKHILL or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to PARKHILL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of PARKHILL's services, PARKHILL may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### 1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not use prescriptive language. PARKHILL, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. PARKHILL, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CLIENT and PARKHILL understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. PARKHILL will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, PARKHILL cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by PARKHILL in order to meet or address those requirements will be charged to and payable by CLIENT.

#### 1.6 STANDARD OF CARE BY PARKHILL AND LIMITED WARRANTY

In providing services under this Agreement, PARKHILL shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. OTHERWISE, PARKHILL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to PARKHILL pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to PARKHILL. PARKHILL may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the

provided items.

#### 1.7 CLIENT RESPONSIBILITIES

CLIENT will provide PARKHILL with reasonable access to the work site. Unless specifically included in PARKHILL's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for PARKHILL's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by PARKHILL shall be included in PARKHILL's invoice for amounts payable by CLIENT, and PARKHILL may require advance payment before incurring the fee or expense.

#### 1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by PARKHILL are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of PARKHILL. PARKHILL shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

PARKHILL grants to CLIENT a nonexclusive, limited license to reproduce or use PARKHILL's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that PARKHILL shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of PARKHILL. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO PARKHILL.

#### 1.9 UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

Not Used.

#### 1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by PARKHILL, CLIENT agrees that all such digital data are Instruments of Service of PARKHILL. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by PARKHILL and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by PARKHILL through the application of software licensed for the sole and exclusive use by PARKHILL will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by PARKHILL.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by PARKHILL, and PARKHILL makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall PARKHILL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

## ARTICLE 2. GENERAL PROVISIONS

### 2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas, without regard to conflict of laws principles.

See [Tex. Bus. & Com. Code § 272.001](#)

### PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

### 2.2 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, PARKHILL is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that PARKHILL may select, provided that PARKHILL shall remain responsible for the Work assigned to and performed by such subconsultants. 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.

### 2.3 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and PARKHILL, which expressly refers to this Agreement.

### 2.4 DELAYS

CLIENT agrees that PARKHILL is not responsible for damages arising directly or indirectly from any delays for causes beyond PARKHILL's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond PARKHILL's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by PARKHILL to perform its services in an orderly and efficient manner, PARKHILL shall be entitled to a reasonable adjustment in schedule and compensation.

### 2.5 INSURANCE

PARKHILL agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

### 2.6 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and

supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

## 2.7 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving PARKHILL not less than seven calendar days' written notice.

PARKHILL may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to PARKHILL as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;
2. Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of PARKHILL's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

PARKHILL shall have no liability to CLIENT on account of PARKHILL's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2.8.2., 2.8.3., or 2.8.4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay PARKHILL for all services rendered and all reimbursable costs incurred by PARKHILL up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow PARKHILL to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 2.8 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR PARKHILL, THEIR RESPECTIVE

OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

## 2.9 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or PARKHILL. PARKHILL's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of PARKHILL's services.

## 2.10 MAINTENANCE, WEAR AND TEAR

Both CLIENT and PARKHILL acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, PARKHILL is not responsible for any such resultant damage.

# ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

## 3.1 DISPUTE RESOLUTION

PARKHILL and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, PARKHILL and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

## 3.2 BETTERMENT

If, due to an error or an omission by PARKHILL, any required item or component of the project is omitted from the Construction Documents, PARKHILL shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

## 3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand

delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

PARKHILL: Corky Neukam, PE, 800 South Polk Street, STE 200, Amarillo, TX 79101, 806.378.8612, cneukam@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: Randy Criswell, 302 Main Street, Wolfforth, TX 79382, 806.548.6646, rcriswell@wolfforthtx.us

(Representative name, physical and mailing address, phone, and email)

### 3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and PARKHILL agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT

## INTERLOCAL AGREEMENT FOR LOCAL GOVERNMENT 2026 SEAL COATING PROGRAM

This Agreement is entered into by each of the governmental entities (hereinafter individually a "Participant" or collectively, "Participants") whose signature is appended hereto as well as each additional Participant who may hereafter consent, by separate acknowledgement, to be bound by the terms of this Agreement. In addition, the professional services firm of Parkhill, Smith & Cooper, Inc. d/b/a Parkhill ("Parkhill") is a party hereto as purchasing agent for each of the Participant in accordance with the terms hereof.

### RECITALS

WHEREAS, this Agreement is executed pursuant to Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act and shall be subject to approval of each Participant by appropriate resolution approved by the applicable Participant's governing body;

WHEREAS, the purpose of the Interlocal Cooperation Act is to increase the efficiency and effectiveness of local governments within and outside of the State of Texas by authorizing them to contract, to the greatest possible extent, with one another; and

WHEREAS, an interlocal contract may be entered into to provide a governmental function or service that each party to the contract is authorized to perform individually, including for the purchase of goods and services, and with respect to this Agreement, each of the Participants desire to collaborate with respect to the joint bidding and engineering management of and for street improvement projects engaged separately by each of the Participants.

THEREFORE, Recitals above considered, each Participant and Parkhill agree as follows:

#### **1. Term.**

This Agreement shall extend through the 2026 seal coating season and for so long thereafter as may be necessary to complete the 2026 seal coating program in a manner satisfactory to the individual Participants.

#### **2. Seal Coating Bid Process.**

Each Participant agrees to jointly bid their individual seal coating programs for the 2026 seal coating season and to coordinate the bidding process in order to take advantage of economies of scale and to eliminate repetitive efforts by each of the Participants. Each Participant agrees to be bound by the bid specifications attached to this Agreement or otherwise provided by Parkhill to each Participant with reference to this Agreement. Each Participant agrees that the lowest responsible bid received, as approved and determined by Parkhill pursuant to the bid process, shall be accepted by Participants for their respective 2026 seal coating programs.

#### **3. Joint Bid Process.**

Each Participant agrees that Parkhill will serve as the purchasing agent for each of the Participants in all matters relating to the bidding of the seal coat program and the management of the program once the bidding has been completed. Each Participant agrees to be bound by the fee schedule submitted by Parkhill and approved by each of the Participants pursuant to this Agreement. If a Participant has entered into a separate Professional Services Agreement with Parkhill or other service provider for services in regard to the implementation, construction and management of a Participant's seal coating program, this Agreement does not affect such Professional Services Agreement.

#### **4. Communication.**

Parkhill will keep the individual Participants informed as to the progress of the bidding process and following the awarding of the bids shall coordinate the seal coat program with respect to each Participant's needs and seal coat program implementation plans disclosed to Parkhill.

**5. Payment.**

Each Participant agrees to pay, and to be solely responsible for paying the cost of the respective Participant's portion of the seal coat program, goods or services purchased in regard to the bidding process described herein.

Payment must be made by each Participant within thirty (30) days of completion of its portion of the program, and payments must be made from current revenues available to the paying Participant and budgeted by Participant for 2026 expenditures.

In the event the governing body of a Participant shall fail to appropriate funds to participate in the seal coat program in the 2026 budget, then this Agreement shall terminate as to such Participant on the last day of the fiscal year preceding the year for which appropriation is not made. Each Participant shall promptly inform Parkhill of any budget approvals or disapprovals so that Parkhill, as purchasing agent hereunder, may evaluate and apply such financial matters in the bidding process applicable to the purchasing matters for the 2026 seal coating program pursuant to bidding schedules provided by Parkhill to each Participant.

**6. Force Majeure.**

In the event any Participant or Parkhill shall be rendered unable to carry out its obligation under this Agreement in whole or in part as a result of a Force Majeure Event, and if the applicable party shall give notice and describe in detail the nature of the occurrence of a Force Majeure Event, then the obligation of such party giving such notice, so far as it is affected by such Force Majeure Event shall be suspended during the continuance of the inability then claimed, but for no longer period. The affected party shall use its best efforts to endeavor to overcome such inability with all reasonable dispatch. The term "Force Majeure Event" means strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemic (including the 2019 Novel Corona Virus or COVID-19, including any variants of same); World Health Organization alerts; declarations of states of emergency or similar orders issued by local, state or federal government officials; fires; riots; war or other emergencies; discovery of any hazardous substances or other similar or dissimilar cause beyond a Participant's or Parkhill's reasonable control.

**7. Modification.**

This Agreement may be amended only with the consent of the governing bodies of each of the Participants through appropriate written resolutions, executed and delivered to and among the Participants. In the event any such amendment materially alters Parkhill's responsibilities hereunder, Parkhill shall have the right to terminate its status as purchasing agent hereunder.

**8. Construction.**

This Agreement is intended to express the mutual intent of the Participants and Parkhill, as purchasing agent for Participants, and, irrespective of the identity of the Participant preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the party preparing the document shall be applied.

**9. Severability.**

In the event any portion of this Agreement shall be declared to be invalid or unenforceable for any reason, such finding shall not affect the validity of the balance of this agreement.

**10. Entire Agreement.**

This Agreement constitutes the entire agreement between the Participants collaborating hereby with respect to the seal coating program and Parkhill's services as purchasing agent for Participants. For clarity, this Agreement shall be a part of, but shall not alter or amend any Professional Services Agreement entered into by and between a Participant and Parkhill or other service provider for services in regard to the implementation, construction and management of a Participant's seal coating program. This Agreement supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral with respect to the collaboration hereunder pursuant to Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act. No verbal agreement or conversation with any officer, agent or employee of a Participant either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

**11. Additional Parties.**

Each of the original signatories to this Agreement consents to the ratification of this Agreement by addition governmental Participants so long as each additional Participant agrees to be bound by the terms and conditions of this Agreement to the same extent as the original signatories.

**12. Venue**

The laws under which a Participant is organized as a form of local government shall apply to that Participant's participation and performance under this Agreement. Venue for any lawsuit or cause of action arising from this Agreement between a Participant and Parkhill shall lie exclusively in a court of competent jurisdiction in Lubbock County, Texas or in the county in which the applicable Participant exists as a local governmental entity.

**13. Effective Date.**

This Agreement shall be effective as to each of the signatories on the date of the final execution of their respective resolutions adopting this Agreement.

THEREFORE, the undersigned Participant and Parkhill, by and through their authorized representatives, have subscribed their names hereon effective with the **Interlocal Agreement for Local Government 2026 Seal Coating Program** made the basis hereof.

PARTICIPANT: CITY OF WOLFFORTH

By: \_\_\_\_\_

Name: Randy Criswell

Title: City Manager

Date: \_\_\_\_\_

PARKHILL, SMITH & COOPER, INC. d/b/a PARKHILL

By:  \_\_\_\_\_

Name: Kyle Jackson, PE

Title: Director of Transportation | Partner

Date: December 9, 2025



December 9, 2025

Randy Criswell  
City of Wolfforth  
302 Main Street  
Wolfforth, TX 79382

RE: Legal and Insurance Advice  
2026 Group Seal Coat  
Various Locations throughout Texas

Dear Mr. Criswell:

In this ever-changing world, our insurers have asked us to clarify and limit advice that we provide concerning insurance and legal matters on your upcoming construction project. Therefore, in order to help with streamlining, simplifying, and getting a head start on the procurement process, we hope that you will find the following standard form documents helpful. Although Parkhill does not provide legal or insurance advice. Parkhill will provide and edit the following standard form EJCDC documents, Agreement Between Owner and Contractor for Construction Contract (00 52 20), Supplementary Conditions of the Contract for Construction (00 73 14), and General Conditions of the Construction Contract (00 72 00). Parkhill has pre-edited these standard form documents based solely on documents that are prevalent in the engineering industry. These edited form documents will still require input and direction from your legal and insurance counsel, and Parkhill does not represent that they are complete, appropriately edited for your project, acceptable to your governing body, or that they will achieve any desired result.

We recommend careful review of these form documents with your insurance and legal advisers. Parkhill does not authorize reliance on these form documents as a substitute for legal or insurance advice. Any such reliance is unreasonable, unwarranted, and expressly disclaimed.

Parkhill will be happy to incorporate all your edits and remarks you request for these form documents. Parkhill's doing so is a courtesy to you and solely at your direction. However, these documents cannot be included in the Project Manual for bidding purposes or edited for award of the Project until we have receipt of this executed acknowledgement letter.

We regret having to send our clients these types of notices and greatly appreciate the opportunity that you have granted us in helping you **Build Community**. We look forward to celebrating the completion of the construction phase of your project.

Sincerely,

**PARKHILL**

**CITY OF WOLFFORTH**

By Roy C. Neukam PE  
Corky Neukam, PE  
Project Manager | Civil

Acknowledged By: \_\_\_\_\_

Printed Name: Randy Criswell

Title: City Manager

Date: \_\_\_\_\_

RCN/pg