
**SERVICES CONTRACT
(Purchase & Installation – Main
Trail New Concrete Sidewalk)**

THIS CONTRACT is made and entered into by and between **The City of Pflugerville, Texas** (hereinafter “The City”), a home rule municipality, acting herein by and through its governing body, and **Fun Abounds, Inc.** (hereinafter “Service Provider”), a Texas corporation with offices at 114 Venice, Sugar Land, TX 77478. The City agrees to engage Service Provider as an independent contractor, to assist in providing certain good and installation services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The City, nor shall Service Provider hold itself out as an agent or official representative of The City unless expressly authorized to do so by a The City. Service Provider shall be considered an independent contractor for the purpose of this contract and shall in no manner incur any expense or liability on behalf of The City other than what may be expressly allowed under this contract. The City will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided by Service Provider. Service Provider agrees to indemnify, hold harmless, and defend The City against any claim, demand, loss, injury, damages, action, or liability of any kind against the City resulting from any services that are subject matter of this contract.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of The City.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at a not-to-exceed amount of **\$283,856.00** for the specific project. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The City's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of The City. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work, dated June 11, 2025, and marked "Estimate #12727," which is incorporated herein as if copied in full.

VII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1. **As described in the attached Statement of Work, dated June 11, 2025, and marked "Estimate #12727," which is incorporated herein as if copied in**

full; and

2. BuyBoard 679-22, including any and all mandatory customer terms, conditions, and insurance certificates for the benefit of The City, which is incorporated herein as if copied in full.

The City reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VIII.

Good Faith: Service Provider agrees to act in good faith in the performance of this Contract.

IX.

Confidentiality: Service Provider expressly agrees that it and its employees will not use any incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not enter any unauthorized areas or access confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

X.

Termination: This contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. If termination occurs under this provision, the City will only be responsible for payment of satisfactory goods and services rendered.

XI.

Venue and Applicable Law: Venue of this contract shall be Travis County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

XIII.

Severability: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this contract and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

Right to Audit: Service Provider agrees that The City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are *directly pertinent to the services to be performed under this Contract* for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The City shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Service Provider *reasonable advance notice* of intended audits.

XV.

City Manager or Presiding Officer Authorized to Sign Contract: The City Manager or the presiding officer of The City's governing body is authorized to execute this Contract on behalf of The City.

CITY OF PFLUGERVILLE, TEXAS

SERVICE PROVIDER

By: _____

City Manager

Date: _____

Ellie Mason

Title: Operations Manager

Date: 07/02/25