CONTRACT FOR PURCHASE
OF GOODS AND/OR SERVICES

THIS CONTRACT is made and entered into this the 17th day of June, 2013, by and between the City of Mesquite, Texas, a Municipal corporation located in Dallas County, Texas (hereinafter called CITY), acting through its duly authorized City Manager, Ted Barron and Tradition Energy of the City of Houston, County of Harris, State of Texas, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE
The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES

with the pricing per the attached Price List, paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS
The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein. The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract.

III. MODIFICATION AND ASSIGNMENT
This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

IV. TERMINATION
CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving thirty days prior written notice. CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.
V. TERM
The term of this Contract shall be an initial term of three-(3) years beginning on the 1st day of August, 2013, and ending on the 29th day of July, 2016 unless terminated under the terms set forth herein. CITY may, at its option, renew the term of this Contract up to two (2) years, one (1) year at a time. COMPANY shall be notified in writing of CITY'S intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

VI. GOVERNING LAW AND VENUE
The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VII. INDEPENDENT CONTRACTOR/INDEMNITY
It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons. Except for claims based upon COMPANY'S willful misconduct or gross negligence, COMPANY'S liability shall not exceed COMPANY'S aggregate compensation received as a result of this Contract in the twelve (12) month period immediately preceding the date on which the claim arose.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently
or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

VIII. DISCRIMINATION REGULATIONS
COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

IX. NOTIFICATION
All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: City of Mesquite Purchasing Division, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Mailed notices shall be deemed to have been received three-(3) days after mailing.
IN WITNESS WHEREOF, CITY and COMPANY have
executed this Contract in three (3) counterparts, each of
which shall be deemed an original, the day and year first
written above.

CITY OF MESQUITE
(CITY)
By: [Signature]
   Ted Barton, City Manager

ATTEST:
By: [Signature]
   Sonja Land, City Secretary

COMPANY
By: [Signature]
   Brian McDermott
   Printed Name: Brian McDermott
   Printed Title: Sr. Director

Acknowledgment
State of Texas, County of _______: Before
me the undersigned authority on this day
personally appeared _______, known to be the person whose name is
subscribed to the foregoing document and
known to me to be the Sr. Director
(title) of

Tradition Energy
company name) and acknowledged to me that
he/she
executed said document with full authority to do
so and for the purposes and consideration
expressed therein. Given under my hand and
seal of office the day of


By: [Signature]
   City Attorney or designee

MARY ANN SANTANGELO
Notary Public in and for the State of Texas

MARY ANN SANTANGELO
Notary Public-Connecticut
My Commission Expires
May 31, 2016