

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this [Click or tap to enter a date.](#) by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Co’design, LLC**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Dripping Springs Tax Increment Reinvestment Zone (TIRZ) Downtown Parking.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A” including landscape architectural services with elements to include plantings, soils and irrigation within the parking lot area adjacent to the Stephenson School Building in Dripping Springs, Texas (the “Services”). The Contractor will report directly to Keenan E. Smith, AIA, Dripping Springs TIRZ Project Manager, or their designee. The Budget for the Services will be set by the City of Dripping Springs in coordination with the Dripping Springs TIRZ Project Manager and the Contractor. The Contractor shall adhere to the Budget and expenses in excess of the Budget must be approved in writing by the City before being expended.
3. **Standard of Care:** The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.
4. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein; however, the provisions of the body of this Agreement prevail over the attachments to the extent of any inconsistency:

Attachment A: Project Proposal

5. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, an amount not to exceed \$12,000.00 (the “Cap”). The Contractor will be paid \$160.00 per hour performed by Catherine O’Connor, \$85.00 per hour performed by the Contractor’s Design Associate, \$70.00 per hour performed by the Contractor’s Staff Personnel, and \$125.00 per hour performed by the Contractor’s irrigation designer. If additional work is needed, inclusive of reimbursable expenses, payments in excess of the Cap must be approved by the Dripping Springs TIRZ Project Manager in writing.
6. **Duration:** The work will be commenced on execution of this Agreement and completed in accordance with the following milestones:
 - a. Conceptual Landscape & Planting Plan completed within 30 days of execution of this Agreement;
 - b. Construction Documents to be coordinated with Engineering Plans, Specifications and Estimates within 90 days of execution of this Agreement;
 - c. Bidding & Permitting to be coordinated with Engineering Plans, Specifications and Estimates and as authorized by City Council within 120 days of execution of this

Agreement;

- d. Construction Administration to be coordinated with Engineering Plans, Specifications and Estimates and as authorized by City Council commencing approximately 120 days after execution of this Agreement.

This Agreement shall be in effect until all the Services are fully performed, unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.

7. **Termination:** Either party may terminate this Agreement by seven (7) days written notice.
8. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for services of any kind.
9. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
10. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
11. **Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
12. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For the Contractor:

Attention: Catherine O'Connor
Co'design, LLC
1200 Yaupon Valley Rd
Austin, TX 78746
512-423-1298

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 13. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment “A”, this Agreement shall prevail.
- 14. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 15. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 17. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 18. Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.
- 19. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

20. Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

THE CITY:
City of Dripping Springs

CONTRACTOR:
Co’design, LLC

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENT A

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