

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ___th day of May 2022, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Herron Design Studio**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. Description of Services. The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
- (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (c) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (e) Performs other related duties as needed.

2. Scope of Work. Contractor will provide City Hall Office Remodel Design & Construction Documents work as described in the General Proposal for Architectural Services in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.

3. Schedule. Work shall commence on upon execution of this document or as soon as the information becomes available for commencement of the work. The work shall be done in phases as described in Attachment "A" but shall be completed within thirty (30) days of execution of this Agreement.

4. Payment for Services. The City will compensate Contractor in accordance with the fee structure contained in the General Proposal for Architectural Services in Attachment "A". The cost including fees and expenses shall not exceed nine thousand dollars (\$9,000) based on an estimate of 90 hours. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

5. 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 legal services.

6. **Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
7. **Termination.** Either party may terminate this Agreement at any time with written notice to the other party.
8. **Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
9. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
10. **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 accept as provided for, and with the protections, described in Attachment "A".
11. **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:
City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:
Herron Design Studio
Attn: Kevin Herron
101 Hays St., Suite 409
Dripping Springs, TX 78620
(512) 858-4725

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.

12. **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 must also fill out **Form 1295**, as required by the Texas Ethics Commission, and submit a copy to the City. The form application may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/>

13. 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.

14. 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.

15. 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 any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:

City of Dripping Springs

THE CONTRACTOR:

Herron Design Studio

Michelle Fischer, City Administrator

Kevin Herron

Date

Date

Attachment "A"

Herron Design Studio

a r c h i t e c t u r e

101 Hays St., Suite 409

Dripping Springs, Texas 78620

512.858.9889 phone/fax

GENERAL PROPOSAL FOR ARCHITECTURAL SERVICES

To: Michelle Fischer & Ginger Faught - City Administrators - Dripping Springs, Texas
Date: 18 May 2022

PROJECT: City Hall Offices Remodel Design & Construction Documents - Dripping Springs, TX.

PROJECT SUMMARY:

Herron Design Studio will provide architectural services as described below for the design and production of construction documents for the remodel of the city of Dripping Springs City Hall.

SCOPE OF SERVICES:

- A. **Field Verification and Existing Conditions Drawings:** Measure existing remodel changes that might vary from previous design and correct on existing drawings for existing conditions. 4 hours estimated.
- B. **Prelim Floor Plan Design:** Create new remodel floor plan based on client program and needs assessment document provided by client. Subsequent versions of remodel floor plan based on client reviews and discussions until final design layout is accepted by client. 12 hours estimated.
- C. **Construction Documentation:** Production of Construction Document drawings necessary for bidding, plan review and construction. 32 hours estimated. Final drawings to include:
 1. Demolition Plan
 2. Remodel Floor Plan
 3. Interior Elevations
 4. Remodel Electrical Plan
- D. **Final Revisions:** Revisions and corrections to Construction Documents as needed from plan reviews and bidding information. 12 hours estimated.

FEES AND ADDITIONAL SERVICES:

1. The hourly fee for providing the above scope of services defined above is to be **\$150 per hour** with a 'Not-to-exceed' amount of **\$9000** based on estimate of 60 hours.
2. The client will be billed for the above scope of services as each phase of the work as described above is completed.
3. Payments are due upon presentation of invoices.
4. Drawings and/or electronic files will not be released to client or any other party prior to payment in full of current invoice.
5. Additional services not listed in the 'Scope of Services', but requested by the client, will be billed on an hourly basis at the rate of \$150 per hour. Additional Services will always be clearly indicated to the client and discussed before they are performed and Invoiced.
6. All printing prior to the printing for bidding is included in the architectural fee.
7. Copies of the drawings needed for bidding and construction can be printed for the cost of \$7 per sheet.

CLIENT RECEIVABLES:

Upon receipt of payment in full, the client shall receive electronic PDF and/or DWG files, if desired.

AUTHORIZATION TO PROCEED:

By: _____
Printed name Authorized Signature Date

Attachment “B”

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name the City of Dripping Springs as additional named insured as to all applicable coverage.
- Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
- Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.
- Type of Contract and Amount of Insurance:
 - Statutory Workers Compensation insurance as required by state law (if business has employees).
 - Commercial General Liability with minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
 - Professional Liability Insurance with a minimum of \$1 million dollars per occurrence and \$1 million dollars aggregate.
 - Automobile Liability with a minimum of \$500,000 Dollars combined single limit.