

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 23<sup>rd</sup> day of MAY, 2017 and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and **Andrew Gauld/Scott Oldner Lighting** (hereinafter referred to as "Contractor") for lighting plan review and consultation, is understood and agreed to be as set forth herein:

1. **Description of Services:** The Contractor shall perform the below duties as needed by the City.
  - (a) Contractor shall use his lighting and engineering expertise to review lighting plans for the City.
  - (b) The City may call on Contractor's consultation services concerning lighting as needed.
  - (c) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
  - (d) If the City's assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or contractor at the City's discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned. Contractor shall assist the City in the selection of additional contractors when requested by the City.
  - (e) Contractor may from time to time be called upon to perform the following services:
    - (1) Attend meetings of the City Council when requested by the Mayor, City Administrator, or Deputy City Administrator; and/or
    - (2) Attend other public or private meetings involving review of matters related to the duties performed under this Agreement.
  - (f) Contractor shall conduct business in good faith, displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
  - (g) 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.

- (h) 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.
  - (i) Contractor shall perform other related duties as needed.
2. **Payment for Services:** The City will compensate Contractor at \$100 per hour for providing services and \$50 per hour for travel time. No minimum amount of hours is guaranteed. Contractor shall invoice City on a monthly basis. Invoices will be reviewed by the City Administrator or the Administrator's designee. Once approved, the invoice will be paid within thirty (30) days.
  3. **Duration:** This Agreement shall be in effect for a period of one (1) year unless terminated as provided below.
  4. **Renewal:** This Agreement shall automatically renew for successive one (1) year periods unless: (a) terminated, as set out below, or (b) either party provides notice of intent not to renew to the other party thirty (30) days prior to the end of the current term.
  5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice. All services provided prior to termination will be paid by the City pursuant to Section 2 above.
  6. **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 related services.
  7. **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. Contractor may also continue to perform work outside of his contract with the City so long as it is disclosed to the City and the requisite conflict of interest affidavits are filed by Contractor with the City.
  8. **Employees:** Contractor's 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.

- 9. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor will provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. .
- 10. 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.
- 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 notices 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 City  
P.O. Box 384  
Dripping Springs, TX 78620  
512-858-4725

**For the Contractor:**

Andrew Gauld  
Scott Oldner Lighting Design, LLC  
600 Congress 14th floor  
Austin, TX

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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 any prior written agreements between the parties.
- 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. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

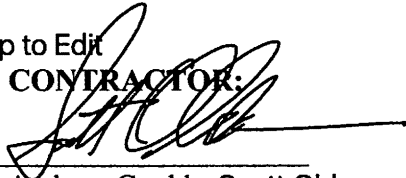
CITY OF DRIPPING SPRINGS:

  
\_\_\_\_\_  
Todd Purcell, Mayor

June 13, 2017  
Date

Double-Tap to Edit

CONTRACTOR:

  
\_\_\_\_\_  
Andrew Gauld

Scott Oldner - owner - member  
Scott Oldner Lighting Design, LLC

05-23-17  
Date

ATTEST:

Deborah L. Laesch  
for Angelica Reyes, City Secretary

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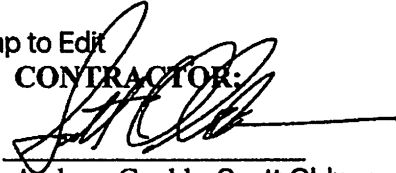
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**CITY OF DRIPPING SPRINGS:**

  
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 Andrew Gaud Scott Oldner - owner - member  
 Scott Oldner Lighting Design, LLC

05-23-17  
 Date

ATTEST:

Deborah L. Laesch  
 For Angelica Reyes, City Secretary



**ATTACHMENT "A" PROPOSAL**

# Andrew Gauld

Senior Designer at Scott Oldner Lighting Design, LLC

andrew@solighting.net

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## Summary

### Experience

20 years experience of working in architecture, interior design, product design, aircraft design and auto engineering.

### Areas of expertise

Architectural Lighting Design - exteriors, interiors and products - including lighting of work places, residences, retailers and places of leisure. Public realm lighting, including city master plans, urban regeneration projects and landmarks.

### Skills

Client liaising, presentation delivery, concept development, detail development, specification of products, light level calculations and supervising of design teams.

### Design Tools

Daily use of AutoCAD, Dialux, Photoshop, Indesign, Powerpoint + MS Office programs, knowledge of , Illustrator, 3D Studio + Sketchup

### Introduction

I am an Architectural Lighting Designer with approx. 15 years experience working in architecture, interior design and product design. Additionally I have 10 years of aircraft design and auto engineering under belt. Originally from Scotland I have very much an international perspective worked in countries as varied as Sweden, Japan, Spain, Canada, Greece, the UK and the USA.

I am currently the senior designer for an independent lighting design studio in Austin, Texas where I am responsible for client liaising, presentations, scheme design, design development and construction admin phases of wide varied projects, from small galleries to international airports

As well as having worked on a broad range of diverse projects from large scale city master plans to small one room offices, I have taught at several universities and participated in PLD workshops. On a personal note I am somewhat fascinated by light which I constantly study through my everyday experiences, recording light with photography and video.

My professional skills have been built over the years and I carry with me useful experience and skills from my previous career as an engineer. Since I found light (and light found me) I know my resolve and passion could not be more genuine.

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## Experience

### **Senior Designer at Scott Oldner Lighting Design, LLC**

August 2014 - Present (2 years 7 months)

Kick ass design, working with the king of cool (lighting) - Mr Scott Oldner.

### **Adjunt Instructor at ITT**

March 2014 - July 2014 (5 months)

Main subjects - AutoCAD, Inventor and Sustainability

Teaches material from approved curriculum and develops daily lesson plans to include instructional aids.

Participates in school retention initiatives by providing regular, accurate, and timely feedback to students and the school concerning academics, behavior, attendance, etc.

Motivates students to actively participate in all aspects of the educational process.

Completes professional development and in-service activities in accordance with college standards.

Maintains expertise in subject area and recommends improvements in curriculum design.

Instructs students in laboratory safety procedures if applicable.

Performs duties in the Learning Resource Center as assigned.

When possible, participates in core course academic support programs, certification programs, and student professional associations.

### **Senior Design Consultant at Gauld Design**

July 2013 - July 2014 (1 year 1 month)

### **Senior Design Consultant (US) / Associate (UK) at LDPI**

January 2012 - June 2013 (1 year 6 months)

Manage projects from start to finish. Liaise with clients, design, manage a team, handle manufacturers and suppliers.

### **Lecturer + Workshop leader at Edinburgh College of Art**

March 2013 - March 2013 (1 month)

### **Senior Design Consultant at Buro Happold**

January 2010 - December 2011 (2 years)

Working on an amazing array of worldwide projects.

### **Senior Design Consultant at LDPI**

August 2009 - December 2009 (5 months)

### **Senior Design Consultant at Gaulddesign**

July 2003 - July 2009 (6 years 1 month)



**Senior Designer at Fotodiaplassi SA**

May 2005 - December 2007 (2 years 8 months)

**Guest Lecturer at Göteborg University**

September 2004 - September 2004 (1 month)

**Project Designer at Speirs and Major Associates**

2003 - 2003 (less than a year)

**Designer at White Arkitekter**

January 1999 - December 2002 (4 years)

**Design Engineer at Volvo**

January 1995 - January 1997 (2 years 1 month)

**Performance Engineer at Saab AB**

September 1991 - November 1995 (4 years 3 months)

**Design Engineer at British Aerospace**

May 1989 - August 1991 (2 years 4 months)

**Engineering Apprentice at Bond Helicopters**

August 1988 - April 1989 (9 months)

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Languages

**Swedish**

(Native or bilingual proficiency)

**English**

(Native or bilingual proficiency)

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Skills & Expertise

**Urban Design**

**Residential Homes**

**Retail**

**Lighting Design**

**Architectural Design**

**Rendering**

**Concept Design**

**Architectural Lighting**

**Interior Design**

**Design Research**

**CAD**

**3D Studio Max**

**Architecture**

**AutoCAD**

**Concept Development**

**Daylighting**

**Design Management**

**Industrial Design**

**Interior Architecture**

**Lighting**

**Product Design**

**Illustrator**

**Sketching**

**Photoshop**

**LEED**

**Residential Design**

**3D rendering**

**Architectures**

**Space planning**

**InDesign**

**Retail Design**

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## Education

### **Göteborgs universitet**

Master of Fine Arts (MFA), Industrial Design, 2000 - 2002

Grade: VG

### **Austin Community College**

Diploma, Philosophy, Psychology, Sociology and Ethnology, 2009 - 2009

Grade: A

### **Högskolan i Jönköping / Jönköping University**

Diploma, Lighting and Lighting Design, 2001 - 2002

Grade: Pass

### **Gothenburg University**

Bachelor of Fine Arts (BFA), Industrial Design, 1997 - 2000

### **Glasgow University | Glasgow**

Bachelor of Science (B.Sc.), Aeronautical, 1984 - 1988

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# Andrew Gauld

Senior Designer at Scott Oldner Lighting Design, LLC

andrew@solighting.net

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## 2 people have recommended Andrew

"I have known and worked with Andrew for many years, during which time he has demonstrated a degree of design flair, enthusiasm and work ethic to see a job well done. I therefore have no hesitation in recommending him to any potential client or employer. Andrew has also provided me with personal business support over the years, for which I am truly grateful."

— **Terry Denman**, worked with Andrew at LDPI

"It is my honor to recommend Andrew Gauld. I have known him since May 2005. He has demonstrated outstanding talents in lighting design as well as project management spheres. Fortunately, too, Andrew Gauld amalgamation of design and managerial skills comes "packaged" in a wonderfully friendly, witty, sincere and caring human being. He is sensitive, flexible, respected and admired by clients, peers, subordinates and superiors alike. I am very impressed by Andrew Gauld and recommend him unhesitatingly. I am confident that, if selected for any project, he would provide the same high level of service and commitment. If you have any questions or wish to speak further about Andrew Gauld, please feel free to call me at (+41) 77 435 44 28. Sincerely, Boris JEANRENAUD"

— **Boris JEANRENAUD**, worked directly with Andrew at Fotodiaplassi SA

[Contact Andrew on LinkedIn](#)