

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of May 2021, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and HDR Engineering, Inc., (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. Master Agreement:

- (a) This Agreement shall apply to as many projects as City and Contractor agree will be performed under this terms and conditions of this Agreement. Each project Contractor performs for City hereunder shall be designated by a “Task Order”. A sample Task Order is attached. No Task Order shall be binding or enforceable unless and until it has been properly executed by the City through its City Administrator or Deputy City Administrator and Contractor. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- (b) In resolving potential conflicts between this Agreement and a Task Order pertaining to a specific project, the terms of this Agreement shall control.
- (c) Contractor will provide the Scope of Services as set forth in Part 2 of each Task Order.
- (d) Further terms are attached as Attachment “A”. If terms in Attachment “A” and this Agreement conflict, this Agreement controls.

2. Scope of Work: Contractor will perform work as described in each Task Order as approved by the City.

3. Description of Services: The Contractor shall perform the below duties as needed by the City:

- (a) Contractor shall deliver written reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
- (b) 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 except as allowed in Attachment “A” as Additional Services. Contractor shall assist the City in the selection of additional contractors when requested by the City.
- (c) 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 engineering matters related to the duties performed under this Agreement.

(d) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City. Contractor agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers when professional engineering is used in performance of Contractor's duties and responsibilities.

(e) Contractor will report to the Deputy City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.

(f) 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.

(g) Performs other related duties as needed.

4. Payment for Services: The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. If payment is not received by the 45th day after the invoice is received by the City, then Contractor may suspend services under the Agreement until all invoice amounts due are paid in full. The work schedule shall be extended the total amount of time after Contractor suspends services to the time payments are received. The total amount of this contract including all Task Orders will not exceed two hundred twenty-five thousand dollars (\$225,000.00). Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.

5. Duration: This Agreement shall be in effect until September 30, 2022 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.

6. Termination: Either party may terminate this Agreement by a seven (7) day written notice.

7. 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 engineering services.

- 8. Limitations:** During the period the Consultant is covered by this agreement, the Consultant shall comply with all city ordinances including Section 2.02.002 Standards of conduct and disclosure of interest.
- 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) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 11. Injuries/Insurance:** Contractor acknowledges the Contractor's 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 is to provide a copy of proof of insurance coverage to City at least ten (10) days prior to 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. The Contractor agrees to procure insurance as outlined in Section 2 of the HDR Engineering, Inc. Terms and Conditions for Professional Services attached as Attachment "A" and shall name the City as an "additional named insured".
- 12. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that may be asserted against City to the extent caused by or resulting from acts of negligence, intentional tort, or intellectual property infringement of Contractor, Contractor's employees, if any, and Contractor's agents as outlined in Section 2 of the HDR Engineering, Inc. Terms and Conditions for Professional Services attached as Attachment "A"
- 13. 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.
- 14. 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
PO Box 384
Dripping Springs, TX 78620

For the Contractor:
HDR Engineering, Inc.
Attn: Justin Word, P.E.
504 Lavaca Street, Suite 900
Austin, TX 78701

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.

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 and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.

16. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

17. 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.

18. 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.

19. Applicable Law: The laws of the State of Texas shall govern this Agreement.

20. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Todd Purcell, Mayor

Justin Word, P.E.
HDR Engineering, Inc.

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"
CONTRACTOR'S PROPOSAL