

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS

HARRIS COUNTY

THIS AGREEMENT, entered into and executed by and between the **City of Hilshire Village**, a body corporate and politic under the laws of the State of Texas, hereinafter called “**City**”, and

TX BBG Consulting, Inc..

Kevin Taylor, President
201 Westheimer Rd Unit G
Houston, TX 77006
P: 972-746-6671
ktaylor@BBGcode.com
Hereinafter called “**Consultant**”.

WHEREAS, the **City** desires to contract with the **Consultant** for professional Inspection and services as discussed below;

WHEREAS, the **Consultant** represents that it is fully capable of making and qualified to provide assistance to the **City** and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follow:

SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain inspection services as defined in “Exhibit A” attached hereto and made a part hereof, hereinafter sometimes called “Scope of Work”, and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. “Exhibit “B” describing pricing is also included and sets forth the specific fees applicable to the scope of work.

SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional services as defined in “Exhibit A” attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before **May 17, 2022** through **September 30, 2023** and may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

SECTION IV COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and **Consultant’s** performance. **Consultant** agrees that the **City** shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by **Consultant** pursuant to this Agreement, and **Consultant** shall and does hereby agree to indemnify and hold harmless the **City**, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of **Consultant**, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

SECTION V THE CONSULTANT’S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit B"; said amount being hereinafter called the “total basic fee”. Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

SECTION VI TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within 30 days of the end of each calendar month during the performance of the individual assignments, **Consultant** shall submit to the **City**, an invoice in a form acceptable to the **City**. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The **City** shall review the same and approve it with such modifications, as it may deem appropriate. The **City** shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the **Consultant** to the **City**. The approval or payment of any such invoice shall not be considered to be evidence of performance by the **Consultant** to the point indicated by such invoice or of the receipt of or acceptance by the **City** of the work covered by such invoice.

SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed “next day delivery,” addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the Building Official, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

TX BBG Consulting, Inc..
ATTN: Kevin Taylor
201 Westheimer Rd Unit G
Houston, TX 77006
ktaylor@BBGcode.com

**SECTION VIII
SUCCESSORS AND ASSIGNS**

The **City** and the **Consultant** bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **City** nor the **Consultant** shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION IX
MEDIA**

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

**SECTION X
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XI
AUTHORITY OF CITY
ADMINISTRATOR**

All work to be performed by the **Consultant** hereunder shall be performed to the satisfaction of the City Administrator of the **City of Hilshire Village**. The City Administrator(or designated authority) shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the **Consultant** and the decisions of the City Administrator in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Administrator to alter, vary or amend this Agreement.

SECTION XII MISCELLANEOUS

1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
2. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**.
3. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
4. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
6. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
7. Attorney Fees and Costs. The prevailing party in any dispute or legal proceedings enforcing this Agreement shall be entitled to recover its attorney's fees, witness fees, litigation expenses and costs, as same are reasonable and necessary, to be paid by the non-prevailing party.
8. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Harris County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Harris County, Texas.
9. Insurance. Consultant agrees to name the **City of Hilshire Village** and its interests as a certificate holder on consultant's insurance policy per attached document.
10. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the **City**.

11. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the **Consultant** represents and certifies that, at the time of execution of this Agreement neither the **Consultant**, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

This document and included instrument is the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, said **City of Hilshire Village** has lawfully caused these presents to be executed by the City Administrator of said **City**, and the corporate seal of said Municipality to be hereunto affixed and this instrument to be attested by the City Secretary; and the said **Consultant**, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

DONE at City of Hilshire Village, Texas on the __day of _____, 2022.

By: _____
City Administrator

Date

ATTEST:

By: . City Secretary

Date

CONSULTANT



President, TX BBG Consulting, Inc.

Date

Exhibit “A”

A. Scope of Services

Inspection and plan review of commercial and residential construction to verify compliance with the **City of Hilshire Village** locally adopted codes and amendments and the: 2018 versions of the International Residential Code, International Building Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, 2018 International Energy Conservation Code and the 2017 Edition of the National Electrical Code (or later versions as adopted by the **City of Hilshire Village**), as published by the National Fire Protection Association.

B. Consultant’s Responsibilities

1. Inspectors performing under this Agreement will hold a “Combination Inspector” certification from the International Code Council.
2. **Consultant** will be available to the **City** to answer questions from contractors and homeowners.
3. **Consultant** Will provide other services as necessary or requested by the **City** relating to code enforcement, zoning, public works or facilities maintenance.
4. Inspections and Plan Review telephoned or transmitted to **Consultant** from **City** before 8:00 am will be performed the same business day; excluding holidays of New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving Day, Christmas Eve and Christmas Day, as well as any holiday the city observes; in which case the inspection will be performed the next business day after the holiday.
5. **TX BBG** inspectors have the same jurisdiction and responsibilities, regarding a development project assigned to the **Consultant**, as an inspector employed by the City.
6. All inspectors performing under this Agreement will hold certifications as required by state law.

C. Inspections and Plan Review

The **City** shall provide **Consultant** with a list of Inspections and Plan Review required to be completed. **Consultant’s** designated inspector shall make a diligent effort to complete every inspection assigned to him/her each day.

Re-Inspections and Plan Review – The procedures for requesting and performing them will be the same as regular Inspections and Plan Review.

Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**.

D. Building Code Interpretation

The **City** from time to time may request building code interpretation or explanation from the **Consultant** based on their expertise in this field. The final interpretive authority rests with the **City**.

Fee Details

Building Official Services:

Subscription Plan Rates

- A. Plan Review and Inspections.** TX BBG will provide all residential, sign plat or any other permit requiring a plan review with the exclusion of Commercial construction projects valued over \$1,000,000.00 which will be billed for the fee as detailed below. TX BBG will perform all commercial construction inspections.
- B. Building Official Services.** TX BBG will provide a staff member as requested by the City said staff member will perform work as requested by the City Administrator, the City Council, the Mayor or their designee. TX BBG will make available dedicated staff on call anytime for assistance with facilities maintenance, code enforcement, a Building Official and a City Planner. TX BBG will also attend City Council meetings as necessary.

Table 1. Annual fee for services

Annual Rate of \$33,000.00 (\$2,750.00/month)	
Service	Totals
Inspection	All commercial
Plan review ¹	All excluding commercial construction valued over 1 million.
In Office	As requested by the City
On call	Anytime as needed by the City

Table 2. Plan review services

<u>Plan review</u>	
Permit type	Fee ¹
Commercial \$1,000,000.00 and more	25% permit fee ^{2,3}

Service Details

- A. Inspections.** Inspections shall be performed within 24hrs of notification by The City. All reasonable effort shall be made by TX BBG to perform inspections when, at the request of The City, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to The City. TX BBG will provide next day inspection services for all inspection request received before 6 pm. TX BBG will provide inspection services for all projects on a stop basis (multiple inspections performed at one stop).

Reduced Cost



Better Service

B. **Plan Review.** Plans shall be picked up by TX BBG within 48 hours from the time of notification from The City, TX BBG shall return the plans to The City with typed comments within seven business from the original date of notification.

C. **Jobsite Maintenance.** TX BBG will perform weekly jobsite maintenance inspections and issue notices to contractors for cleanliness, tree protection, SWPPP and sanitation requirements as detailed in the City of Hilshire Village Code of ordinances. Notices will be posted by TX BBG on site for the contractors and pictures and detailed comments will be sent to the Building Official.

Unit Rate Fees

A. **Inspections.** Inspections shall be performed within 24hrs of notification by The City. All reasonable effort shall be made by TX BBG to perform inspections when, at the request of The City, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to The City. TX BBG will provide next day inspection services for all inspection request received before 6 pm.

Inspection Services	
Residential Inspections	\$45.00
Commercial Inspections	\$45.00

B. **Plan Review.** Plans shall be picked up by TX BBG within 48 hours from the time of notification from The City, TX BBG shall return the plans to The City with typed comments within seven business from the original date of notification.

Plan Review Services	
Construction value below \$50,000.00	Minimum \$75.00 or 40% of the plan review fee
Construction value between \$50,000.01 and 100,000.00	Minimum \$260.00 or 35% of the permit fee
Construction value between \$100,000.01 and 500,000.00	Minimum \$360.00 or 27% of the permit fee
Construction value greater than \$500,000.01	Minimum \$1034.00 or 25% of the permit fee

C. **Jobsite Maintenance and Misc. Services.** TX BBG will perform weekly jobsite maintenance inspections and issue notices to contractors for cleanliness, tree protection, SWPPP and sanitation requirements as detailed in the City of Hilshire Village Code of ordinances. Notices will be posted by BBG on site for the contractors and pictures and detailed comments will be sent to the Building Official. TX BBG will provide misc. services on an as needed basis for Code Enforcement, Zoning and ordinance review, project management or other services as requested for the fee as detailed below

Reduced Cost



Better Service

Additional Scope: Hourly Rates	
Building Official	\$95.00
Principal Planner	\$95.00
Senior Engineer	\$150.00

Sincerely,

Kevin Taylor CBO, MCP
President
TX BBG Consulting, Inc.
ktaylor@bbgcode.com
972-746-6671

Consistent Quality

Reduced Cost



Better Service

BBG CONSULTING, INC.