

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF SANGER AND
HALFF ASSOCIATES, INC.**

THIS AGREEMENT is made and entered by and between **City of Sanger, Texas**, hereinafter referred to as "Sanger", and **HALFF ASSOCIATES, INC.**, a Texas corporation, hereinafter referred to as "Consultant" to be effective from and after the date as provided herein. For convenience, the Consultant and Sanger may sometimes be referred to herein collectively as "parties" and individually as a "party".

WITNESSETH

WHEREAS, Sanger desires to engage Consultant to provide professional services for the Sanger Senior Center as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Consultant agrees to provide such work and services for Sanger in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

I.
ENGAGEMENT

Sanger hereby agrees to retain Consultant to design the Sanger Senior Center; and Consultant agrees to perform such services in accordance within the Scope of Services and the terms and conditions of this Agreement.

II.
SCOPE OF SERVICES

- (a) Sanger agrees to engage Consultant and Consultant hereby agrees to perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.
- (b) Notwithstanding anything to the contrary contained in this Agreement, Sanger and Consultant agree and acknowledge that Sanger is entering into this Agreement in reliance on Consultant's skills, knowledge, experience, and abilities. Consultant accepts the relationship of trust and confidence established between it and Sanger by this Agreement. Consultant acknowledges that Consultant shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. Consultant covenants with Sanger to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of Sanger in accordance with Sanger's requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, with those of any other body having jurisdiction. Consultant represents, and agrees that all of the work to be performed by Consultant under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing

under the same or similar circumstances and applicable professional license; and (ii) expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

III. COMPLETE AGREEMENT

This Agreement, including the Exhibit "A" and its attachments, constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IV. TERM OF AGREEMENT/TERMINATION

The initial term of this Agreement shall commence upon the complete execution of the Agreement by Sanger and Consultant and shall continue until the Scope of Services is completed. This agreement may be terminated by either party with thirty (30) calendar days' written notice unless specified otherwise in Exhibit "A". In the event of termination by Sanger, Consultant shall be compensated in accordance with the terms of this Agreement and shall deliver to Sanger all final documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement.

V. COMPENSATION AND EXPENSES

Consultant shall be paid for performance of the Scope of Services as set forth in Exhibit "A" and specifically Attachment "D" to Exhibit "A". Within fifteen (15) days of the end of the month within which services were rendered, Consultant shall provide Sanger an invoice specifying the services provided during the previous month and the total amount owed by Sanger. Payment will be made by Sanger within thirty (30) days of receipt of an invoice from Consultant.

VI. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Sanger; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between Sanger and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between Sanger and Consultant.

VII. ASSIGNMENT

Consultant agrees that this Agreement shall not be assigned without the prior written consent of Sanger, except to an Affiliate of Consultant. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Consultant, including, without limitation, any parent corporation controlling Consultant or any subsidiary that Consultant controls; (2) the surviving corporation resulting from the merger or consolidation of Consultant; or (3) any person or entity which acquires all of the assets of Consultant as a going concern. Consultant shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Consultant shall not subcontract the entirety of the Scope of Services to a single subcontractor without Sanger's consent. Consultant further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant from its full obligations to Sanger as provided by this Agreement.

VIII. AUDITS AND RECORDS

Consultant agrees that Sanger or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, upon reasonable notice, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement. Consultant agrees that Sanger shall have access during normal working hours to all necessary Consultant's facilities and shall be provided adequate and appropriate work space.

IX. REPRESENTATION

Consultant represents that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform professional services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with the agreement and the Scope of Services; and (b) the professional services will be performed for and delivered to Sanger in accordance with Section 271.904, Texas Local Government Code, with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

X INDEMNITY

Consultant, to the extent allowable by law, and specifically Texas Local Government Code Section 271.904, shall indemnify, and hold harmless Sanger, its City council, officers, employees, and agents from and against all damages, which are caused by or result from the performance of the work or which are caused by the intentional acts or negligent acts or omissions of its subcontractors, any officers, agents, or employees. Sanger, to the extent allowable by law, shall defend, indemnify, and hold harmless the Consultant, its officers, employees, and agents from and against all citations, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties, or suits, which in any way arise out of, relate to, or result from the performance of the work or which are caused by the intentional acts or negligent acts or omissions of its subcontractors, any officers, agents, or employees.

XI.
MAILING OF NOTICES

Consultant agrees that all notices or communications to Sanger permitted or required under this Agreement shall be addressed to Sanger at the following address:

City Manager
City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266

Sanger agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

HALFF ASSOCIATES, INC.
2601 Meacham Boulevard, Suite 600
Fort Worth, Texas 76137

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XII.
MISCELLANEOUS

1. The City of Sanger has found that Consultant is the most qualified party to fulfill the requirements of the agreement. In addition, this is a contract for the purchase of personal and/or professional services and therefore is exempt from competitive bidding.

2. A person or business that contracts with Sanger or who seeks to contract with Sanger must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

3. Compliance with HB 89: Consultant agrees per HB 89 Consultant shall not boycott Israel at any time while providing products or services to the City of Sanger.

Yes, we agree No, we do not agree N/A

4. Compliance with SB 252: Consultant agrees per SB 252 that they shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

Yes, we agree No, we do not agree

XIII.
VENUE/GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in City of Sanger, Texas. Exclusive venue shall lie in Denton County, Texas.

XIV.
SUCCESSORS AND ASSIGNS

Consultant and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

XV.
INSURANCE

Consultant shall, at its own expense, purchase, maintain, and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

Consultant shall provide Sanger with proof of insurance required hereunder prior to commencing work for Sanger. Consultant shall provide Sanger with written notice of any coverage limit change on the insurance. Such policies shall name Sanger, its officers, and employees as additional insured except for Workers' Compensation and Professional Liability Insurance and shall provide for a waiver of subrogation against Sanger. Consultant shall require that all subcontractors comply with the same insurance requirements.

XIV.
SEVERABILITY

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

XV.
AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

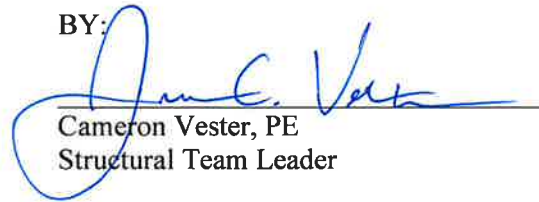
This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

Date: 5/30/2024

HALFF ASSOCIATES, INC

BY:


Cameron Vester, PE
Structural Team Leader

Date: _____

CITY OF SANGER

BY:

Mayor/City Manager

APPROVED AS TO FORM:

Hugh Coleman
City Attorney

Exhibit "A"