

INSPECTION SERVICES AGREEMENT

This agreement is entered into by and between the CITY OF SWEENY, TEXAS, a political subdivision of the State of Texas, and DONALD MALONE, hereinafter referred to as "Contractor".

PURPOSE: The purpose of this agreement is to secure the services of Contractor to provide plumbing inspection services for the City of Sweeny, when plumbing inspection services are required by the City of Sweeny building codes.

DESCRIPTION OF SERVICES TO BE PROVIDED: In consideration of the compensation received under this agreement, Contractor will provide the services for the City of Sweeny described below.

IN CONSIDERATION OF the mutual promises and understandings contained in this agreement, Contractor and City of Sweeny agree as follows:

PERIOD OF PERFORMANCE:

The period of performance under this Agreement shall be from October 1, 2024 to October 01, 2025, unless sooner terminated or extended as provided therein.

COMPENSATION:

The City of Sweeny shall pay Contractor the sum of \$50.00 for each trade inspection completed for the City to include plumbing, electrical, mechanical, and/or building.

The City of Sweeny shall pay Contractor for any large scaled projects to include plan review or inspections dependent on the job scale, size, type, estimate, and bid as agreed upon by the contractor and city manager suitable to the project.

SUPERVISION/EMPLOYEES:

Contractor will perform all work under this contract by himself or his own employees.

Contractor will ensure that industry accepted safe practices are followed in performance of the work.

DUTIES AND RESPONSIBILITIES:

Contractor hereby accepts responsibility for performing all inspections when requested by the City of Sweeny in a good and workmanlike manner and in accordance with the duly adopted Building Codes of the City of Sweeny. A properly completed inspection report shall be provided to the City of Sweeny by the Contractor upon completion of the inspection.

CONTRACTOR NOT AN EMPLOYEE OF THE CITY OF SWEENY:

Contractor and his employees or agents performing under this agreement are not employees or agents of the City of Sweeny and are not entitled to workman's compensation or any benefit of employment with the City of Sweeny. The City of Sweeny shall have no responsibility for

security or protection of Contractor's supplies or equipment, or for providing insurance for, including workman's compensation insurance, or wages to Contractor or Contractor's employees. Contractor will not hold himself out as, nor claim to be, an officer or employee of The City of Sweeny by reason of this agreement, nor will Contractor make any claim of right, privilege, or benefit which would accrue to any employee of the City of Sweeny. The parties agree that Contractor is the independent contractor of The City of Sweeny and in no way an employee or agent of the City of Sweeny.

EQUIPMENT AND SUPPLIES:

The City of Sweeny shall supply all necessary tools, equipment, and forms for Contractor's use in the performance of this contract.

NON-EXCLUSIVITY:

Nothing contained in this agreement shall be construed to limit in any way Contractor's right or ability to make its services available to the general public during the term of this contract or to enter into contracts or other agreements with any other individual or entity.

ASSIGNMENT:

Contractor shall neither assign this agreement nor any claim arising under the agreement without the previous written consent of the City of Sweeny.

CHANGE AND MODIFICATIONS:

Any change or modification to this Agreement must be in writing and signed by both parties.

FAILURE TO PERFORM/BREACH OF AGREEMENT:

In the event non-performance or unsatisfactory performance by Contractor of any obligation of this Agreement or if Contractor is in substantial non-compliance with any of its terms, The City of Sweeny shall provide written notice to Contractor of said nonperformance or unsatisfactory performance or substantial non-compliance. Provided further, Contractor shall have five (5) days after such notice to cure said failure or noncompliance.

TERMINATION – GENERAL:

This agreement may be terminated without cause by either The City of Sweeny or Contractor upon sixty (60) days written notice.

TERMINATION – FOR CAUSE:

The City of Sweeny may, by written notice, terminate this agreement for cause, in whole or in part, for failure of Contractor to perform its obligations under this agreement, subject to the provisions stated in Failure to Perform/Breach of Agreement. In such event, Contractor shall be liable for damages as authorized by law.

TERMINATION – PROCEDURE:

or wages to Contractor or Contractor’s employees. Contractor will not hold himself out as, nor claim to be, an officer or employee of The City of Sweeny by reason of this agreement, nor will Contractor make any claim of right, privilege, or benefit which would accrue to any employee of the City of Sweeny. The parties agree that Contractor is the independent contractor of The City of Sweeny and in no way an employee or agent of the City of Sweeny.

COUNTERPARTS:

This agreement is to be executed in duplicate, and each duplicate shall be considered an original copy of this agreement by each party for all purposes.

ENTIRE AGREEMENT:

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this agreement.

This agreement incorporates and includes all of the changes agreed by and between the parties and supersedes and replaces any oral discussions, representations, or stipulations previously entered into by the parties.

SEVERABILITY:

If any provision of this agreement shall be held invalid, such invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared severable.

ATTORNEY FEES:

Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement this _____ day of _____, 2024.

Contractor, DONALD MALONE

THE CITY OF SWEENEY, TEXAS
By: DAVID JORDAN,
Interim City Manager