

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

**OWNER/CLIENT:** CITY OF TAYLOR, TX  
400 Porter Street  
Taylor, TX 76574  
(512) 352-3633  
(512) 352-8485

This AGREEMENT is entered into by the **City of Taylor**, hereinafter called "OWNER" and **Sledge Engineering, LLC.**, hereinafter called "SE". In consideration of the AGREEMENTS herein, the parties agree as follows:

**EMPLOYMENT OF SE:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ SE; SE agrees to perform professional services in connection with the Project; OWNER agrees to pay to SE compensation. The Project is described as follows:

**City Engineering Services**

II. **SCOPE OF SERVICES:** SE shall render professional services in connection with Project as follows:

<u>TASK NO.</u>	<u>DESCRIPTION</u>
1.	Reviews of zoning submittals, plats, site plans, development plans, construction plans, development agreements, and other development submittals
2.	Attend meetings as needed and assist as appropriate to help Owner fulfill role of City Engineer and Floodplain Administrator and providing general consulting
3.	Attending development, construction, Planning and Zoning, staff, and Council meetings as needed
4.	Reviewing development and construction plans and providing written comments in a timely fashion
5.	Providing value-engineering for efficiency and constructability reviews of public improvement designs as needed
6.	Providing Construction Management services as needed including daily observation
7.	Other engineering and planning services as mutually agreeable

III. **COMPENSATION:** OWNER agrees to pay SE for all professional services rendered under this AGREEMENT in accordance with the following:

A. **Schedule of Charges:**

The hourly rates for services shown below are applicable to this Agreement:

<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
PROJECT MANAGER (P.E., AICP, CFM)	\$80
ENGINEER (PE)	\$70
CONSTRUCTION SERVICES MANAGER	\$60

B. **Billings:**

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The following Terms and Conditions of Agreement shall govern the relationship between the OWNER and SE.

- A. **INFORMATION FURNISHED BY OWNER:** Owner will assist SE by placing at SE's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. SE shall have no liability for defects or negligence in the Services attributable to SE's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold SE harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. SE shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to SE that SE may reasonably discover in its review and inspection thereof.
- B. **OPINION OF PROBABLE COSTS:** SE will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by SE hereunder will be made on the basis of SE's experience and qualifications and represent SE's judgment as an experienced and qualified professional. It is recognized, however, that SE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.
- C. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, SE will furnish Construction Representation according to the defined scope for these services. SE will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, SE will endeavor to protect Owner against defects and deficiencies in the work of Contractors; SE will report any observed deficiencies to Owner; however, it is understood that SE does not guarantee the Contractor's performance, nor is SE responsible for the supervision of the Contractor's operation and employees. SE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. SE shall not be responsible for the acts or omissions of any person (except their own employees or agents) at the Project site or otherwise performing any of the work of the Project.

**SLEDGE ENGINEERING, LLC**  
302 PINTAIL LANE TAYLOR, TX 76574  
PH 512.484.2932  
FAX 512.352.3901  
cbsledge@ev1.net

- D. **MEDIATION:** Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
  
- E. **INDEMNIFICATION:** Owner agrees to hold harmless SE for and against all claims, damages, awards and costs of defense arising out of delays in SE's performance resulting from events beyond SE's control.
  
- F. **TERMINATION:** This agreement may be terminated by either party upon seven days' written notice in the event of persistent failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party. If this agreement is terminated during the course of performance of the work, SE shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement. If, prior to termination of this agreement, any work designed or specified by SE during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the Owner, SE shall be paid for such services performed to receipt of such notice.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and SE, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and SE and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and SE and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT:

CITY OF TAYLOR (OWNER)

SLEDGE ENGINEERING, LLC (SE)

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: CASEY SLEDGE

Title: \_\_\_\_\_

Title: PRESIDENT

Date: \_\_\_\_\_

Date: 6/7/04