

**Contract for  
National Service Research  
For the City of Georgetown, Texas**

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of Georgetown, hereinafter called the "City," and National Service Research hereinafter called the "Consultant" (sometimes collectively referred to hereinafter as "the parties").

**WHEREAS**, this contract is for professional services by the Consultant related to the preparation of the 2010 City of Georgetown Quality of Life Survey, as more particularly set forth in Exhibit "A", and hereinafter called the "Project"; and

**WHEREAS**, the parties now wish to enter into an agreement for the provision of services to the City by the Consultant. **NOW THEREFORE**, pursuant to the terms and conditions and for the mutual consideration set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The City hereby agrees to retain the Consultant to perform the 2010 City of Georgetown Quality of Life Survey services in connection with the Project, and the Consultant agrees to perform such services in accordance with the terms and conditions of this contract.

The parties agree that the Consultant shall perform such services as are set forth and described in Exhibit "A" which is attached hereto and thereby made a part of this contract. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the City in accordance with all applicable laws and City policies.

**II. AUTHORIZATION OF SERVICES**

No professional services of any nature shall be undertaken by the Consultant pursuant to this contract until the Consultant has received written authorization to proceed from the City.

City Staff authorized to execute written authorization to proceed are as follows:

Micki Rundell, C.F.O, Finance Division Director for Exhibit "A," and other amendments to this contract as they may occur

**III. PERIOD OF SERVICE**

This contract shall be effective upon execution by the City and the Consultant, and shall remain in force until the Project is completed, or until this contract is terminated under the provisions hereinafter provided in Section XII.

#### **IV. COORDINATION WITH THE CITY**

The City has designated Micki Rundell, Chief Financial Officer as the Project Coordinator through whom the Consultant shall coordinate all work efforts and meetings pertaining to the Project for the City. The Consultant shall attend meetings at the City of Georgetown as determined by the Project Coordinator, in accordance with the Scope of Services (Exhibit "A") which is attached and thereby made a part of this contract.

#### **V. CONSULTANT PERSONNEL**

The Consultant shall assign the following personnel to direct and perform the work effort, exclusive of technical and clerical support. No changes to personnel assignments shall be made without the prior notification and approval of the City.

Andrea M. Thomas, Owner  
Gloria Severtson, Supervisor  
Gina Hunter, Data Base Manager

#### **VI. COMPENSATION AND METHOD OF PAYMENT**

The parties agree that the Consultant shall be compensated for all services provided pursuant to this contract in the amount and manner described and set forth in the Compensation Schedule attached hereto as Exhibit "B" and which is thereby made a part of this contract. The Consultant further agrees that he will prepare invoices that correlate to the Compensation Schedule as described in said Exhibit "B".

#### **VII. STANDARD OF CARE; CONFIDENTIALITY; RIGHT TO INSPECT**

The Consultant will exercise due diligence and care and perform and complete work related to the Project in a good and workmanlike manner. Approval of the City should not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, or associates, for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans specifications or any other document, nor shall approval be deemed to be the assumption of such responsibility by the City with respect to any defect or error in the documents prepared or work done by Consultant, its employees, agents, or associates. The Consultant shall not, either during or after the term of this contract, disclose to any third party, any confidential information relative to the work or the business of the City without the written consent of the City. The Project Coordinator shall at all times have access to the work for the purpose of inspecting the work and determining that the work is being performed in accordance with the terms of this contract.

The Consultant, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the charter and ordinances of the City of Georgetown, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. The Consultant shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required hereunder

## **VIII. INDEPENDENT CONTRACTOR RELATIONSHIP**

In performance of the services hereunder, the Consultant shall be an independent contractor with the sole authority to control and direct the performance of the details of the work. The Consultant is self-employed, shall not purport to be an employee or an agent of the City, and shall not have any right or power to bind the City to any obligation not otherwise specifically authorized in writing by that entity. The Consultant shall provide its own premises for performance of its duties hereunder, but shall have free access to the premises of the City during reasonable working hours and any information, records and other material relevant to its work hereunder.

## **IX. INDEMNIFICATION AND INSURANCE**

THE CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS AND EMPLOYEES OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, WHICH DIRECTLY ARISE OUT OF THE CONSULTANT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY OTHER NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR ANY OTHER PERSONS OR ENTITIES FOR WHOSE ACTS THE CONSULTANT IS LEGALLY LIABLE.

The Consultant agrees to obtain and keep in force, at its sole cost and expense, throughout the term of this contract, in a form and with a company satisfactory to the City, the following policies of insurance:

- (a) Commercial General Liability Insurance with combined single limits of not less than \$500,000; including blanket contractual liability coverage for liability and indemnifications assumed under the Contract and all contracts relative to the Project,

Certificates of Insurance verifying each of the above conditions, and providing for thirty (30) days' written notice of any cancellation or reduction in coverage, shall be submitted to the City within thirty (30) days of the execution of this contract if requested by the City. In the event that the limits of liability imposed upon municipalities are increased by the Texas Legislature, the parties agree that the Consultant shall increase the coverage and limits of liability required by this contract to conform to the new liability limits created by the Texas Legislature.

## **X. PROGRESS MEETINGS**

The Consultant agrees to attend progress meetings scheduled by the Project Coordinator, and at such meetings will endeavor to outline work accomplished and identify any special problems or issues known to the Consultant which are encountered in connection with the Project.

## **XI. OWNERSHIP OF DOCUMENTS**

All documents, including reports and maps, prepared or furnished by the Consultant (and the Consultant's independent professional associates and consultants, if applicable) pursuant to this contract are instruments of service with respect to the Project. The City shall retain ownership and property interest therein, whether or not the Project is completed, upon full and complete payment by the City to the Consultant for the cost of report/document reproduction (*i.e.*, printing) and other similar direct expenses.

## **XII. TERMINATION**

Either party to this contract may terminate the contract by giving to the other parties thirty (30) days notice in writing. Upon delivery of such notice by the City to the Consultant, the Consultant shall immediately discontinue all services in connection with the performance of this contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this contract. As soon as practical after receipt of notice of termination, the Consultant shall submit a final invoice, showing in detail the services performed under this contract up to the date of termination. The City shall then pay the Consultant within thirty (30) days any unpaid invoice(s) that relate to services actually performed under this contract. Originals of all completed or partially completed reports/documents prepared under the contract shall be promptly delivered to the City upon termination.

## **XIII. DELAY**

Consultant in undertaking to complete the work within the time herein fixed in Exhibit "B", has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or weather or otherwise.

No charge shall be made by Consultant for hindrance or delays from any cause whatever during the progress of any portion of the work contemplated by the specifications, but the City may grant an extension of time for the completion of the work, provided it has satisfied that such delays or hindrances were due to extraordinary causes or to the acts of omission or commission by the City.

It is agreed that the granting of such extensions of time shall in no instance exceed the time actually lost by Consultant for reason of such causes, provided that the Consultant shall give the City immediate notice in writing of the cause of the detention or delay.

## **XIV. BREACH OF CONTRACT**

The City shall have the right to declare Consultant in breach of this contract for cause when it determines that this contract is not being performed according to its understanding of the intent and meaning of this contract. Such breach shall not in any way invalidate, abrogate or terminate Consultant's obligations under this contract.

## **XV. ASSIGNMENT AND WAIVER**

Consultant shall not assign or transfer any rights or interests in this contract without the written consent of the City. Unless specifically stated to the contrary, in any written consent to an assignment, no agreement will release or discharge the assignor from any duty or responsibility under this contract.

No waiver by any party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

## **XVI. BINDS, HEIRS, SUCCESSORS AND ASSIGNS**

The City and Consultant, their partners, successors, executors, administrators, are hereby bound to the terms and conditions of this contract.

## **XVII. ENTIRE AGREEMENT**

This contract contains the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by all parties.

## **XVIII. SEVERABILITY**

In case any one or more of the provisions contained in this contract 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 hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **XIX. PERFORMANCE**

This entire contract is performable in Georgetown, Texas, and the venue for any action related, directly or indirectly, to this contract or in any manner connected therewith shall be Williamson County, Texas, and this contract shall be construed under the laws of the State of Texas.

## **XX. SUCCESSORS AND ASSIGNMENTS**

The City and the Consultant each binds itself and its successors, executors, administrators and assigns to any other party of this contract, and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the City nor the Consultant shall assign, sublet or transfer its interest in this contract without the written consent of the other parties. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent or employee of the City.

**XXI. NOTICE**

The responsible parties for any notice or contact between the City and the Consultant shall be the City Manager (or his/her designee) of the City of Georgetown, and Andrea M. Thomas for Consultant.

EXECUTED IN TWO counterparts (each of which is an original) on behalf of the Consultant by its Principal shown below, and on behalf of the City by its Mayor (both thereunto duly authorized) this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF GEORGETOWN, TEXAS  
"City"

NATIONAL SERVICE RESEARCH  
"Consultant"

By: \_\_\_\_\_  
Name: George G. Garver  
Title: Mayor

By: \_\_\_\_\_  
Name: Andrea M. Thomas  
Title: Owner

ATTEST:

\_\_\_\_\_  
Jessica Hamilton, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Sokolow  
City Attorney

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Refer to "Section 5, Proposal" of the Quality of Life Survey Proposal provided by National Service Research dated October 22, 2009

- Understanding of the Requirements
- Scope of Services
- Schedule
- Fees

**EXHIBIT "B"**

**COMPENSATION SCHEDULE**

The City will compensate the Consultant on the basis of the following chart, but in no event shall the total contract price exceed the amount of **NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$19,500)**. The City is a tax-exempt entity. All charges shall be free of tax. Consultant will not incur charges without prior authorization from the City for each Task.

**2010 SURVEY SCHEDULE**

<b>PHASE</b>	<b>SCHEDULE</b>	<b>COST</b>
Survey Document Approved, Sample Selection Complete	December 2009	\$4,875
Data Collection Complete	January, 2010	\$7,800
Final Report Complete, Presentation to City Council	March 2010	\$6,825
<b>TOTAL</b>		<b>\$19,500</b>

**NOT TO EXCEED: NINETEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$19,500).**

Consultant shall provide the City with an itemized invoice showing the tasks performed and the percent completion on each Task at the end of each thirty (30) day period following receipt of the letter of authorization to proceed. Invoices submitted by Consultant shall also include itemized reimbursable expenses with original documentation or receipts for such expenses.

All payments to be made by the City hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by City.

Invoices for payment under this Contract shall be sent to:

City of Georgetown  
Attn: Accounts Payable  
P.O. Box 409  
Georgetown, Texas 78626

City's purchase order numbers shall be included prominently on each invoice. Payments may be based on completion of the Services, fulfillment of milestones, progress payments or any other method that is established in this Agreement.