

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS '

COUNTY OF TARRANT '

This AGREEMENT is entered into by the City of Keller, hereinafter called (CLIENT), a municipal corporation and home rule City with its main offices located at 1100 Bear Creek Parkway, Keller, Tarrant County, Texas and IMS Infrastructure Management Services, Tempe, Arizona, hereinafter called "IMS". CLIENT intends to acquire all professional services required for the project known as City of Keller Comprehensive Street Condition Inventory with the aforesaid services otherwise described in that Scope of Work and fees attached hereto as Attachment "A" and for all purposes incorporated herein (hereinafter called the Project).

In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF IMS:** In accordance with the terms of this AGREEMENT: CLIENT agrees to employ IMS; IMS agrees to perform professional services in connection with the Project; CLIENT agrees to pay to IMS compensation. The Project is described as follows: Comprehensive Street Condition Inventory of all public Streets in Keller, Texas including curb and gutter.

- II. **SCOPE OF SERVICES:** IMS shall render professional services in connection with Project as set forth in Attachment "A" – Quotation for Professional Services for CLIENT which is attached to and made a part of this AGREEMENT.

- III. **COMPENSATION:** CLIENT agrees to pay IMS for all professional services rendered under this AGREEMENT in accordance with Attachment "A" – Fee Schedule which is attached hereto and made a part of this AGREEMENT. IMS shall perform professional services as outlined in the (Scope of Services) for a lump sum fee of \$110,917.00. Details concerning the fee are included in Attachment "A".

If IMS's services are delayed or suspended by CLIENT, or if IMS's services are extended for more than 90 days through no fault of IMS, IMS shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by IMS in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment "A" shall govern the relationship between the CLIENT and IMS.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CLIENT and IMS, and all duties and responsibilities

undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CLIENT and IMS and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between CLIENT and IMS and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the _____ day of December, 2019.

ATTEST:

CITY OF KELLER
(CLIENT)

By: _____

ATTEST:

IMS INFRASTRUCTURE MANAGEMENT
SERVICES
(IMS)

By: _____