



**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**TEXAS A&M UNIVERSITY-SAN ANTONIO**  
**AND**  
**SUZANNE GONZALEZ**

This Professional Services Agreement (“Agreement”) between Texas A&M University-San Antonio, a member of The Texas A&M University System, an agency of the State of Texas (“A&M-SA”), having its’ principal place of business at One University Way, San Antonio, TX 78224 and Suzanne Gonzalez, (“Provider”), having its’ principal place of business at 532 Westwood Drive, San Antonio, Texas 78212 is made effective on the date this Agreement is executed.

This Agreement is for the provision of professional services outlined in the Scope of Work. Provider represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Work, Provider represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

University and Provider hereby agree as follows:

**1. SCOPE OF WORK**

A. Provider shall provide two Wall Art Murals in a highly visible area near the Patriots Casa, which include, but are not limited to a mural on the mechanical wall of the Patriots Casa Building. This mural will encompass a short wall that is 9.5 feet by 14 feet in length and a longer wall that is 9.5 feet by 42 feet in length. Project Timeline is referenced in Attachment A, as well as the Art Exhibits in Exhibit A & B.

B. A&M-SA shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Provider for use in the Service under this Agreement.

C. Provider agrees and acknowledges that A&M-SA is entering into this Agreement in reliance on Provider’s represented professional abilities with respect to performing the services, duties, and obligations under this Agreement. Provider shall perform its services in accordance with the usual and customary professional standards of care, skill and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the “Standard of Care”).

D. Provider shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of A&M-SA. Provider’s Project Principal(s) responsible for managing the Project is identified in Attachment A and, while employed by Provider, shall not be changed without the prior written approval of A&M-SA.

E. A&M-SA's approval or acceptance of Provider's services shall not relieve Provider of any of its professional duties nor release Provider from any liability for negligent delivery of such services because A&M-SA is, at all times, relying upon Provider's skill and knowledge in performing Provider's services. University shall have the right to reject any of Provider's services due to any material errors or omissions in any deliverables prepared by Provider or its consultants. Upon notice of any such errors or omissions, Provider shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the A&M-SA. Provider's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which University may have at law or in equity, or both.

## **2. TIME FOR COMMENCEMENT AND COMPLETION**

It is understood that time is of the essence in the Work to be performed under this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider's business or profession. Work is to commence August 2022 and will be complete no later than October 2022.

## **3. PAYMENT TERMS and MAXIMUM CONTRACT SUM**

A. For the satisfactory performance of the Work, A&M-SA shall pay Provider an amount not to exceed \$20,000 (Twenty thousand dollars). Provider's Fee Schedule is attached as Attachment B. A&M-SA reserves the right to increase the scope of this engagement as necessary but the total billings for authorized work shall not exceed \$20,000.00 (Twenty thousand dollars).

B. Payments of the amount due to Provider will be provided by A&M-SA upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Attachment B, Payment Schedule, requires "Provider" to provide supporting documentation for reimbursable expenses relating to Work requested by A&M-SA, if any. The invoice must be signed by the Provider and submitted to A&M-SA at the address specified in Section 8 below. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.

C. All service requests will be made by the University on an as-needed basis, subject to future agreement on the scope of the work and the fee.

## **4. DEFAULT AND TERMINATION**

A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

B. A&M-SA may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to A&M-SA a final report describing the work completed to the date of termination. A&M-SA shall not be required to reimburse Provider for any services

performed or expenses incurred after the date of termination notice.

## 5. INSURANCE

Provider shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, A&M-SA shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this Agreement. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Provider is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to University at least ten days before the effective date of the cancellation.

### Coverage

### Limit

#### A. Worker's Compensation

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for University. Workers' compensation insurance is required and no "alternative" forms of insurance will be permitted.

#### B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

#### C. Provider will deliver to Texas A&M University-San Antonio:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Provider under this Agreement.

- i. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University-San Antonio. No policy will be canceled without unconditional written notice to University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M-SA ten (10) days prior to

the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

- ii. Any deductible or self-insured retention must be declared to and approved by A&M-SA prior to the performance of any services by Provider under this Agreement. Provider is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- iii. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following A&M-SA contact:  
  
Name: Procurement Contracts-Attn: Deborah Campos-Leon  
Address: One University Way  
San Antonio, Texas 78224  
Facsimile Number: (210) 784-2056  
Email Address: [deborah.campos@tamusa.edu](mailto:deborah.campos@tamusa.edu)
- iv. The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M-SA in writing.

## 7. OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Provider under this Agreement, and the ideas and designs contained therein, shall be property of the A&M-SA. Provider shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Provider for information and reference in connection with the project.

## 8. NOTICES

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. A&M-SA and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**Texas A&M University-  
San Antonio:**

Texas A&M University-San Antonio  
Purchasing & Contracts Department  
Attn: Corrin Le Vasseur, Executive Director- Operations  
One University Way, TX 78224  
[CorrinLeVasseur@tamusa.edu](mailto:CorrinLeVasseur@tamusa.edu)  
210-784-2110

**Provider:**

Suzy Gonzalez  
532 Westwood Drive  
San Antonio, TX 78212  
[suzy@suzygonzalez.com](mailto:suzy@suzygonzalez.com)  
281-455-7471

## 9. PUBLIC INFORMATION

A. Provider acknowledges that A&M-SA is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

B. Upon A&M-SA's written request, Provider will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to A&M-SA in a non-proprietary format acceptable to A&M-SA. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which University has a right of access.

C. Provider acknowledges that A&M-SA may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

## 10. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M-SA and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University-San Antonio, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

## 11. MISCELLANEOUS

A. **Provider agrees to indemnify and hold harmless A&M-SA from any claim, damage, liability, expense or loss arising out of Provider's negligent or intentional acts or omissions in performance under this Agreement.**

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M-SA.

C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of University. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of University relative to conduct on its premises.

D. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

E. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M-SA shall be in the county in which the primary office of the chief executive officer of A&M-SA is located.

F. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

G. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

H. Pursuant to Section 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.


I. Performance by A&M-SA under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M-SA will issue written notice to Provider and A&M-SA may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of A&M-SA.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

**TEXAS A&M UNIVERSITY-SAN ANTONIO**

**SUZY GONZALEZ**

By: Deborah Campos-Leon

By: 

Print: Deborah Campos-Leon

Print: Suzy González

Title: Contract Administrator

Title: Artist

Date: July 28, 2022

Date: July 19, 2022

**Attachment A  
Project Timeline**

**1. Mural Project Timeline:**

**Beginning Mural – August 1<sup>st</sup>**

**Suzy Out of Town - Aug 25<sup>th</sup> – Sept 8<sup>th</sup>**

**Mural Finished by Sept 26<sup>th</sup>**

**Attachment B  
Payment Schedule**

	Description	Quantity	Percentage	Cost
Payment #1	Material deposit, mobilization – Final Design Completed	1	20%	\$4,000
Payment #2	Work on Mural Begins of digital design & painted mural.	1	30%	\$6000
Payment #3	Final Payment upon installation – Mural is Finished	1	50%	\$10,000
	<b>TOTAL</b>			<b>\$20,000</b>

**EXHIBIT A**  
**MURAL WALL (BLANK)**





**EXHIBIT B  
MURAL WALL PROPOSAL IMAGES**

**1. SINGLE SIDE WALL – Jaguar Spirit**



**2. TWO SIDE WALL MURAL - Jaguar Spirit**

