

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 7-28-09, 2009.

**Description of Services, Responsibilities, Time, and Related Matters**

---

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

*A.1.01 Engineer's Services*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Assignment and available data.
2. Advise Owner as to the necessity of Owner providing data or services which are not part of Engineer's services, and assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the Assignment.
4. Prepare a report (the "Report") which will be a Storm Water Management Plan as required by the TCEQ for the Urbanized areas of Tom Green County outside of the City of San Angelo city limits.
5. Perform or provide the following additional tasks or deliverables:
  - a. File for or apply for an extension of TCEQ deadline, if necessary.

*A.2.01 Owner's Responsibilities*

A. Owner shall do the following in a timely manner, so as not to delay the services of Engineer:

1. Provide all criteria and full information as to Owner's requirements for the Assignment, including anticipated funding sources and any project budgetary requirements.
  2. Furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others as required for the performance of Engineer's services.
- B. Engineer shall be entitled to use and rely upon all such information and services provided by Owner or others in performing Engineer's services under this Agreement.
- C. Access. Owner shall arrange for safe access to and make all provisions for Engineer and its Consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

D. Owner shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

*A.3.01 Times for Rendering Services*

- A. The time period for the performance of Engineer's services shall be two months.
- B. Furnish five review copies of the Report to Owner within twenty one days of the Effective Dates of this Agreement and review it with Owner.
- C. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish five final copies of the revised Report to the Owner within fourteen days after completion of reviewing it with Owner.
- D. Engineer's services under this Agreement will be considered complete when all deliverables set forth in Exhibit A are submitted to Owner.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 6, 2009 ("Effective Date") between  
Tom Green County ("Owner")  
and SKG Engineering ("Engineer")  
Engineer agrees to provide the services described below to Owner for a Storm Water Master Plan ("Project").  
Description of Engineer's Services: Refer to Exhibit A

---

---

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01 including the performance of all the services necessary to comply with the local, state and federal authorities requirements related to the scope of services.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 0.5% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

- I. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon fourteen days written

notice if Engineer reasonably believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination, as long as he proves termination has been verified.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and

Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as

prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. The Engineer shall be deemed (by signing this Agreement) to give to the Owner a non-terminable, transferable exclusive royalty-free license to copy, use and communicate all the documents prepared or furnished by Engineer, including making and using modifications of them. This license shall:

- a. Apply throughout the actual or intended working life of the Project;
- b. Entitle any person in proper possession of the relevant part of the Project to copy, use and communicate the documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Project.
- c. Permit the use of the documents which are in the form of computer programs and other software on any computer on the Project and other places of the convenience of the Owner, including replacements of any computers supplied by the Engineer.

G. Any use or application of the information contained in electronic files provided by Engineer is at the exclusive and sole risk of the Owner or any user. The user is cautioned that electronic files are subject to corruption or alteration without the knowledge of the file's creator; therefore the Engineer is not responsible for any and all alterations of them. The user acknowledges that only the sealed hard copies represent the actual design work of the Engineer. The user should notify Engineer immediately upon discovery of any discrepancies between the electronic file and the sealed hard copies or if user believes the electronic file contains errors of any kind. The Engineer, its employees, and agents make no warranty as to the suitability of this electronic file for any

purpose.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment (Lump Sum Basis)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

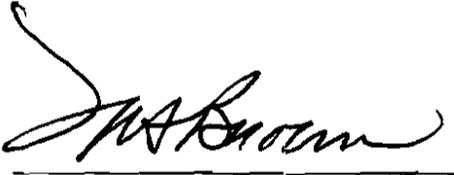
- 1. A Lump Sum amount of \$ 16,500.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

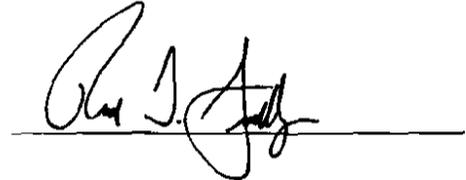
OWNER: Tom Green County

ENGINEER: SKG Engineering

By:



By:



Title:

COUNTY JUDGE

Title:

Owner

Date Signed:

7-28-09

Date Signed:

7.28.09

Address for giving notices:

112 W. Beauregard Ave.

San Angelo, Texas 76903

Address for giving notices:

1122 South Bryant Blvd.

San Angelo, Texas, 76903