

AGREEMENT BETWEEN OWNER AND ARCHITECT

This Agreement between Owner and Architect, (hereinafter referred to as "Contract" or "Agreement"), by and between TOM GREEN COUNTY, a political and legal subdivision of the State of Texas with its general offices located at 122 West Harris, San Angelo, Texas 76903, (hereinafter referred to as "County" or "Owner"), and HDR ARCHITECTURE, INC., (hereinafter referred to as "Architect") whose offices are located at 17111 Preston Road, Suite 150, Dallas, Texas 75248-1232, is made and entered into to be effective as of the 3rd day of December, 2014.

WITNESSETH

WHEREAS, the County having reviewed the qualifications of the Architect, desires to contract with the Architect for the preparation of a Needs Assessment, Programming and Planning Concept Development Services for the Courts and related departments, the scope of which is more fully described and set forth in Section 1.1(d) below; and

WHEREAS, Architect has agreed to provide such professional services for the compensation provided herein.

NOW, THEREFORE, County and Architect, in consideration of the terms, covenants, and conditions herein contained, do hereby contract as follows:

ARTICLE 1**Definitions**

- 1.1 (a) Architect - means HDR Architecture, Inc. and its engineers and consultants.
- (b) County's Representative - means the individual appointed and designated by the Tom Green County Commissioners Court to facilitate and coordinate Project issues.
- (c) Day - means the calendar day unless otherwise specifically designated.
- (d) Project – means the preparation of a Needs Assessment, Programming, and Planning Concept Development Services for the Courts and related departments which currently occupy the existing Courts Building for Tom Green County. The Project is further defined within Attachment One attached hereto and incorporated herein by reference.

ARTICLE II

Architect's Services and Responsibilities

2.1 Basic Services

2.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees, Architect's consultants, and Architect's engineers as enumerated and set forth within this Contract.

2.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work so as not to cause any delay unreasonable in the Project.

2.1.3 The Architect's services shall include but not be limited to Architect's employment of sufficient qualified personnel, engineers and consultants to fully and timely accomplish the services promised and agreed to in this Contract.

2.1.4 Architect shall perform its professional services agreed hereunder in a manner satisfactory and acceptable to the County, in keeping with the professional standard of care provided by Architects in the performance of services of similar projects and scope of services.

2.1.5 Architect's services shall be in accordance with the following schedule except as adjusted for approved extensions in writing. Architect shall not be penalized for delays in this schedule beyond its control or delays occasioned by action or inaction of County.

Project Performance Schedule

Calendar Days

30	Phase 1 – Needs Assessment, Programming and Review of Existing Conditions identified within Attachment One -- Phase 1 and Phase 1A
30	Phase 2 – Planning Concept Development
15	Phase 3 – Refinements and Presentations of Selected Schemes

The time schedule for the completion of the Architect services as set forth within the Project Performance Schedule shall commence December 3, 2014. The Project shall be completed within 80 days of commencement of services.

2.2 Needs Assessment, Programming and Review of Existing Conditions

2.2.1 Obtain and review data provided by elected officials and departments of Tom Green County.

2.2.2 Conduct meetings with stake holders and County department user groups in San Angelo to review current space allocations and future projections for staff positions, functional areas, support space, and parking. Discussion of optimal adjacencies and optimal goals for concept development.

2.2.3 Develop a draft space program which defines the program net areas and associated departmental and building grossing factors for corridors, stairs/elevators, mechanical/electrical/communications support spaces, walls/partitions and site drives/parking.

2.2.4 Perform an analysis of case load and judicial projections for the purposes of determining the estimated court and judicial needs by case type analyzing the population trends of the county and historic case filings and projections.

2.2.5 Collect and compile from the County 10 years worth of court case filings for the district courts presiding within the County and all County level courts. The caseload projections shall extend 25 years with 2020, 2025, 2030, 2035, and 2040 to be highlighted.

2.2.6 Schedule and meet with district and court representatives to review case filings and the projections as generated to establish a system of case weights to accurately measure and forecast judicial work.

2.2.7 Upon the establishment of a case weights system, establish a new set of forecasts based upon case file projections with the case weights to be developed which shall illustrate historical and future judicial workloads using extending projections for 25 years with 2020, 2025, 2030, 2035, and 2040 being highlighted.

2.2.8 Architect shall submit an invoice to the County upon the completion of Phase 1 a fee of \$31,300.00 and submit an invoice to the County upon the completion of Phase 1A an additional fee of \$15,100.

2.3 Planning Concept Development

2.3.1 The Planning Concept Development Phase shall consist of Block Planning Options for the buildings and site(s) for new construction, renovation, potential demolition of existing structures, parking, and tie-ins to the existing detention facilities. The Concept Development Phase shall set forth square footage and allocation of departments within the drawings submitted.

2.3.2 Prepare and deliver a conceptual site plan and an estimated construction cost to the County.

2.3.3 Present to the County in San Angelo three draft options for review within a one day workshop with appropriate personnel and department heads.

2.3.4 Present consolidated options incorporating comments by County from the initial meeting for a one day follow-up workshop with the County.

2.3.5 Prepare and submit additional submittals and to finalize the selected scheme for submission for a Final Report to be submitted to County.

2.3.6 Architect shall submit an invoice to the County upon completion of this phase of the Contract a fee of \$53,900.

2.4 Refinement and Presentation of Selected Scheme

2.4.1 Presentation of Final Report to County of the selected scheme which shall include 10 copies inclusive of bindings and digital CD.

2.4.2 The Final Report shall update the budgetary estimated construction costs with related estimates for fees, permits, furniture and equipment including construction related testing, commissioning, and Owner/Contractor contingencies.

2.4.3 Architect shall submit an invoice to the County upon completion of this phase of the Contract a fee of \$25,100.

ARTICLE III

Reimbursable Expenses

3.1 Reimbursable Expenses are in addition to the compensation for Architect's Services and Responsibilities and include expenditures made by the Architect for the expenses listed in the following paragraphs:

- (a) Expense of photographic reproduction techniques when used in connection with Additional Service, if any;
- (b) Expense of renderings and models requested by the County in writing;
- (c) Reimbursable fees and expenses if approved in advance and in writing by the County;
- (d) Items requested by County which are not the norm for Architectural Services.

3.2 Reimbursable expenses as described in paragraph 3.1 shall be reimbursed to the Architect by the County at a multiple of one point zero five (1.05) times the expense actually incurred and paid by the Architect.

3.3 Payments for reimbursable expenses are due and payable 30 days from the date the County receives the Architect's invoice and supporting documentation.

ARTICLE IV

Compensation and Payments to the Architect

4.1 The total fee amount for compensation for the Architect's Services and Responsibilities as described in Article II is based on the scope of the Project described in Article I. The compensation for the Architect's Services and Responsibilities shall not exceed One Hundred Twenty-Five Thousand Four Dollars (\$125,400.00) which is inclusive of expenses.

4.2 Payments on account of the Architect's Services and Responsibilities shall be made in proportion to the degree of completion of each phase of the work.

4.3 Payment for services of Architect, as hereinabove referred to, shall be made following presentation, review and approval of the Architect's invoice including supporting documentation in triplicate.

4.4 If any work designed or specified by the Architect during any phase is abandoned or suspended by County, in whole or in part, Architect is to be paid for the services performed prior to receipt of written notice from the County of such abandonment or suspension.

4.5 Architect's invoices to County shall provide complete information and documentation to substantiate Architect's charges. Payments to the Architect shall be made on the basis of the invoices submitted by the Architect and approved by the County. Such invoices shall conform to the services and costs in connection therewith. Should additional backup material be requested by the County, Architect shall promptly comply with such request. In this regard, should the Commissioners Court determine it necessary, Architect shall make all records and books relating to this Contract available to the County or its representative for inspection and auditing purposes.

4.6 County reserves the right to correct any error that may be discovered in any invoice that may have been paid to the Architect and to adjust the same to meet the requirements of the Contract. Following approval of invoices, County will pay Architect within thirty (30) days after receipt by County of a conforming invoice; however, under no circumstances shall Architect be entitled to receive interest on amounts due.

ARTICLE V

Architect's Accounting Records

5.1 Records of Architect pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to County or its authorized representatives at mutually convenient times for a minimum of three (3) years after the completion of services to the County.

ARTICLE VI

Termination, Default, Time of the Essence, and Force Majeure

6.1 In connection with the work outlined in this Contract, it is agreed and fully understood by Architect that County may cancel or indefinitely suspend further work hereunder or terminate this Contract upon seven (7) days written notice to Architect with the understanding that immediately upon receipt of said notice, all work and labor being performed under this Contract shall cease. Architect shall invoice the County for all completed work and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of said notice. No amount shall be due for loss of anticipated profits. Reproducible schematic design plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of the County and upon termination of this Contract and payment therefor, and shall be promptly delivered to County in a reasonable organized form without restriction on future use. Should County subsequently contract with a new Architect for continuation of services on the Project, Architect shall cooperate in providing information and documentation as requested by the County or its authorized representative(s).

6.2 Nothing contained in paragraph 6.1 above shall require the County to pay for any work under the terms of this Agreement which is not performed in accordance with this Contract or which is not submitted in compliance with the terms of this Contract. The County shall not be required to make any payments to the Architect when the Architect is in default under this Contract, nor shall this Article constitute a waiver of any right, at law and at equity, which the County may have if the Architect is in default, including the right to bring legal action for damages or to enforce specific performance of this Contract.

6.3 If the Project is stopped for a period of 30 days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Architect, or if the Architect's work should be stopped for a period of 30 days by the County's failure to make payment thereon, then Architect may, upon 10 days written notice to the County, terminate this Agreement and recover from the County payment for all work approved and completed.

6.4 Architect understands and agrees that time is of the essence and that any failure by Architect to complete the services of this Contract within the agreed Project Performance

Schedule set forth within paragraph 2.1.5, adjusted for approved time extensions, will constitute a material breach of this Contract. The Architect shall be fully responsible for its delays or for failures to use its best efforts in accordance with the terms of this Contract. Upon the County's determination that a material breach of the Contract has occurred which determination shall be made in good faith and the damage to the County are due to the Architect's failure to perform the services required, the County may withhold, to the extent of such damages, Architect's payments hereunder without waiver of any of County's additional legal rights or remedies.

6.5 Neither County or Architect shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

ARTICLE VII

Ownership of Documents

7.1 The Original Drawings and Specifications shall remain the property of the Architect. The County shall be provided digital computer document copies on CD-ROM of updated record drawings and reproducible copies upon written request of the Architect. The updated record drawings and reproducible copies shall be provided to County within 10 days of the written request.

7.2 The Architect agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Contract, and which is/are to be paid for by the County, is/are subject to the rights of the County in effect on the date of this Contract. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. If an item produced by the Architect is copyrightable, the Architect may copyright it, subject to the rights of the County. The County reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. The Architect reserves the right to publish images and information about the Project for promotional purposes and representation of capability and qualifications. The Architect shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Article VII.

7.3 All such items furnished by the Architect pursuant to this Contract are considered instruments of its services in respect to the Project. It is understood that the Architect does not represent such items to be suitable for reuse on any other project or for any other purpose(s). If the County reuses such items for a different site without the Architect's specific written verification or adaptation, such reuse will be at the risk of the County, without liability to the Architect. Any such verification or adaptation requested by the County shall entitle the Architect to further compensation at rates mutually agreed upon between the County and the Architect.

7.4 Should the Architect be terminated under this Contract, the County shall have the right to continue the Project and to have high quality reproducible and digital computer document copies on CD-ROM of the Drawings, Specification, or other documents and to have them completed, corrected, revised or added to by another architect according to the Rules and Regulations of the State of Texas Board of Architectural Examiners. Architect shall not be liable, however, for corrections, revisions, or additions so made to the documents that are not approved or authorized by Architect.

7.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE VIII

General, Supplementary and Special Conditions: Contract Administration

8.1 County's general conditions are to be used by Architect with such adjustments as may be necessary for specific cases or instances.

8.2 This Contract shall be administered on behalf of the County by its representative, and Architect shall comply with instructions as given from said representative. Any dispute arising hereunder shall be submitted to the Commissioners Court, whose decision in the matter shall be final and binding.

8.3 Architect may not engage any consultant for any portion of the services which Architect seeks reimbursement without prior written consent and approval by the County. A request by the Architect for County's consent and approval shall be submitted in writing. If granted, such consent and approval shall not relieve Architect of any of its duties, obligations, liabilities or responsibilities under this contractual agreement.

ARTICLE IX

Insurance

9.1 During the period of this Contract, Architect shall maintain at its sole expense, insurance with limits no less than those prescribed below:

(a) General Liability (including Contractual Liability)

Bodily Injury and Property Damage	\$1,000,000.00
	Limit per Occurrence
Aggregate	\$2,000,000.00

accuracy and competency of their designs, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the designs, and specifications or other documents prepared by Architect, its employees, subcontractors, agents and consultants.

10.2 ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND ELECTED OFFICIALS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, COST OF LITIGATION AND EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF ARCHITECT OR ANY OF ITS CONSULTANTS, TO THE EXTENT THAT ANY OF TO SAME MAY ARISE FROM A NEGLIGENT ACT, ERROR OR OMISSION, INCLUDING WILLFUL MISCONDUCT, OR BREACH OF ANY MATERIAL TERM OR CONDITION OF THIS AGREEMENT ON THE PART OF ARCHITECT, ITS EMPLOYEES, AGENTS, CONSULTANTS, ENGINEERS OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT, OR ANY BREACH OF ANY OBLIGATION UNDER THIS CONTRACT.

ARTICLE XI

Assignment

11.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Architect shall not assign, sublet or transfer any interest in this Contract without the prior written authorization of County.

ARTICLE XII

Amendments

12.1 This Contract, representing the entire agreement between the parties, may be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE XIII

Compliance With Laws

13.1 The Architect, its consultants, engineers, agents, employees and subcontractors shall comply with applicable federal, state and local laws and ordinances where applicable, as amended. Architect will endeavor to obtain all permits and licenses required in the performance of the professional services contracted for herein.

13.2 Architect will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act found in the Tax Code.

13.3 Architect shall not be required to sign any documentation which would result in the Architect having to certify, guarantee or warrant the existence of a condition which the Architect cannot ascertain upon inspection.

ARTICLE XIV

Non-Discrimination

14.1 As a condition of this Contract, Architect hereby covenants that it will take all necessary action to ensure that, in connection with any work under this Contract, it and its consultants and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Architect shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period, following completion of services to the County for three (3) years, with full access allowed to authorized representatives of the County upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

ARTICLE XV

Enforcement, Venue, Governing Laws and Notices

15.1 This Contract shall be enforceable in Tom Green County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Tom Green County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

15.2 Any notice, demand, or request required by or made pursuant to this Contract shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile, or deposited in the United States mail, postage prepaid, addressed to the respective representative and to the respective address as set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

IF TO COUNTY:

Name:	Honorable Stephen C. Floyd
Title:	County Judge
Address:	122 W. Harris San Angelo, Texas 76903
Telephone:	325/653-3318
Facsimile:	325/659-3258

IF TO ARCHITECT:

Name: Donovan Wattier, AIA, LEED AP
Title: Vice-President and Managing Principal
Address: 17111 Preston Road, Suite 150
Dallas, Texas 75248-1232
Telephone: 972/960-4049
Facsimile: 972/960-4000

ARTICLE XVI

Relationship of Parties

16.1 Architect undertakes performance of the work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the County and Architect, its agents, representatives, employees, engineers, consultants or subcontractors, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between County and Architect, its agents, employees, representatives, engineers, consultants or subcontractors. Neither party shall have the authority to bind nor obligate the other in any manner as a result of the relationship created hereby.

16.2 County shall not have the right to control the manner(s) or prescribe the method(s) by which Architect performs the work. Architect shall be wholly responsible for the professional and architectural services. Architect is entirely and solely responsible for its acts and the acts of its agents, employees, representatives, engineers, consultants and subcontractors engaged in the performance of the work.

16.3 Architect's personnel shall be and remain solely the employees of Architect, and at no time or in any manner shall Architect's personnel, employees, agents, representatives, engineers, consultants or subcontractors be considered as or deemed to be employees of County.

ARTICLE XVII

Term

17.1 Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by Commissioners Court, the term of this Contract shall be from the date hereof until completion of services to the County.

ARTICLE XVIII

Financial Interest Prohibited

18.1 Architect covenants and represents that Architect, its officers, employees, agents, engineers, consultants and subcontractors will have no financial interest, direct or indirect, in the

purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE XIX

Additional Services

19.1 The following services are not included in Architect's Services and Responsibilities described in Article II unless specifically identified in this agreement. They shall be provided if in connection with the Project and if authorized and confirmed in writing by Commissioners Court and they shall be paid for by the County as provided in this agreement in addition to the compensation for Architect's Services and Responsibilities.

- (a) Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (b) Providing any other services not otherwise included in this agreement.

19.2 For any other additional services by Architect, if any be authorized in advance in writing by County, compensation shall be computed as follows:

- (a) Principals' and employees' time at a fixed rate per hour. For the purpose of this agreement, the disciplines are:

Principal	\$175.00 per hour
Architect	\$130.00 per hour
Intern Architect/Technician	\$100.00 per hour
Administrative Staff	\$ 60.00 per hour

- (b) Additional Service of Basic Consultants (including structural, mechanical, electrical and civil engineering) shall be computed at one point zero five (1.05) times the amounts billed and paid by Architect.

ARTICLE XX

Miscellaneous Provisions

20.1 It is understood that the employees and elected officials of the County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this Contract. Architect warrants that no employee or agent of the County has been retained to solicit or secure this agreement and that Architect has not paid or agreed to pay any employee or elected official of the County any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this agreement or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments will subject this agreement to immediate termination by Commissioners Court.

20.2 The Owner has designated the Honorable Penny Roberts, as the County's Representative for the Project.

20.3 Architect agrees to furnish to the County such information as may be requested which relates to the services described in this Agreement. Architect shall permit the County to audit-inspect records and reports, reviews services, and/or evaluate the performance of services at any time at the location where Architect maintains such records in the ordinary course of business. Architect shall provide reasonable access to all the records, books, reports, and other necessary data and information requested by the County for the purpose of accomplishing reviews, inspections, and/or audits of activities, services and expenditures during normal business hours.

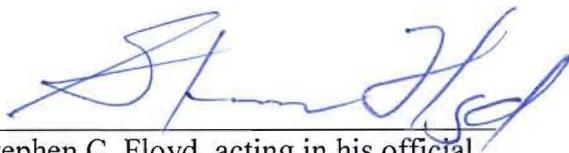
20.4 Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

20.5 The parties represent that they have the legal power and have taken the requisite action to enter into this Contract. The parties executing this Contract certify by their signatures that they have the legal power, right, and actual authority to bind their respective organizations to the terms and conditions of this Contract, and that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

EXECUTED to be effective this 3rd day of December, 2014.

OWNER:

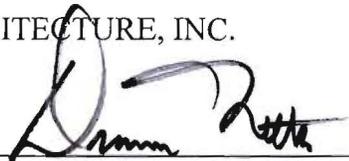
TOM GREEN COUNTY

By: 
Stephen C. Floyd, acting in his official capacity as County Judge and not in his individual capacity

Date: 2-3-15

ARCHITECT:

HDR ARCHITECTURE, INC.

By:  _____
Donovan Wattier, AIA, LEED AP
Vice-President and Managing Principal

Date: 2.11.15