



OWNER/ARCHITECT SHORT-FORM STANDING AGREEMENT

This Professional Design Services Agreement is entered into this 23rd day of August, 2016, by Tom Green County, a political and legal subdivision of the State of Texas ("OWNER") and HDR Architecture, Inc. ("ARCHITECT").

1. ARCHITECT'S SERVICES:

1.1 CHARACTER. This Agreement is intended to be a Standing Agreement that may, upon mutual agreement, be utilized by the OWNER and the ARCHITECT on multiple projects. Each project for which this Agreement is utilized shall be described in a Project Exhibit (See example included with this Agreement). Upon execution, the Project Exhibit shall be incorporated into and considered a part of this Agreement.

1.2 TERM. The initial term of this Agreement shall begin on the effective date and shall expire twelve (12) months after the date unless renewed or terminated in accordance with the terms of this Agreement. OWNER has the option to renew this Agreement terms for four (4) successive twelve (12) month terms upon written notice to ARCHITECT at least sixty (60) days prior to the expiration of the initial or any subsequent term.

1.3 SUPERVISION. All persons engaged by ARCHITECT in these Services shall be subject to the direction, supervision, and control of ARCHITECT, and shall be appropriately skilled for that portion of the Services assigned to them.

1.4 GENERAL RESPONSIBILITIES. ARCHITECT shall:

- (a) Be responsible for means, methods, techniques, sequences, and reasonable results to be expected of ARCHITECT'S Services and the negligent acts, errors and omissions of ARCHITECT'S employees and consultants in connection with the Services;
- (b) Submit for code authority reviews required for the Services;
- (c) Abide by safety, security procedures, guidelines, and policies of OWNER of which ARCHITECT is made aware; and
- (d) Coordinate ARCHITECT'S Services with minimum interference to OWNER'S employees or operations in areas around the Project site.

1.5 STANDARDS. The Services shall:

- (a) Be in accordance with the generally accepted standard of care in the ARCHITECT'S profession, specifically the standard of care exercised by members of the ARCHITECT'S profession performing similar services in the same locality at the same time;



- (b) Based on ARCHITECT'S best determination, comply with the applicable laws, rules, codes, regulations, and orders of any governmental or public authority having jurisdiction over the Project in force at time ARCHITECT'S Services are performed; and
 - (c) Be in accordance with applicable provisions of federal and state equal employment opportunity laws for individuals based on color, religion, sex, national origin, disabled veteran, recently separated veteran, other protected veteran and armed forces service medal status, disabilities under provisions of Executive Order 11246, and other employment statutes and regulations as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4(a-f), § 60-300.5(a-e), § 60-741(a-e).
- 1.6 CORRECTION OF DEFECTIVE SERVICES. ARCHITECT shall re-perform, at no additional cost to the OWNER, any portion of the Services negligently performed or otherwise not in conformance with the requirements of this Agreement. Payment by OWNER for the Services shall not relieve ARCHITECT of its obligations specified in this Article 1.
- 1.7 ACCEPTANCE. The Services shall not be deemed complete until accepted in writing by OWNER, which shall not be unreasonably withheld.
- 1.8 OTHER CONTRACTS. OWNER may let other contracts in connection with the Project of which these Services are a part. ARCHITECT shall properly cooperate with any other contractors retained by OWNER.
- 1.9 EXAMINATION OF RECORDS. OWNER may examine or audit all books, documents, papers, or records of ARCHITECT pertaining to reimbursable expenses, or hourly rate work for the Services. ARCHITECT will retain project records for the state-mandated length of time, currently 10 years.
- 1.10 CONSTRUCTION RESPONSIBILITY. To the extent applicable, ARCHITECT'S observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ARCHITECT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Further, ARCHITECT shall not be responsible for the acts or omissions of the contractor or other parties on the project. ARCHITECT shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ARCHITECT beyond those in this Agreement. OWNER agrees to include ARCHITECT as an indemnified party in construction contracts for the work, which shall protect ARCHITECT to the same degree as OWNER. Further, OWNER agrees that ARCHITECT shall be listed as an additional insured on the construction contractor's liability insurance policies.



2. OBLIGATIONS OF OWNER:

2.1 IN GENERAL. OWNER shall permit or arrange for ARCHITECT'S access to the Project site as is reasonably necessary. OWNER shall designate a representative upon whose direction ARCHITECT can rely.

2.2 OWNER will provide all criteria and information pertaining to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary or schedule limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the Project. OWNER shall keep the ARCHITECT informed of material changes to the OWNER's budget or schedule for any Project rendered under this Agreement.

If applicable, OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ARCHITECT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

2.3 OWNER'S APPROVAL. OWNER shall provide input and perform all required reviews and approvals in a timely manner. OWNER'S review or approval of any plans, drawings, specifications, or other documents prepared by ARCHITECT shall not relieve ARCHITECT of ARCHITECT'S obligations pursuant to this Agreement, including without limitation Articles 1 and 10.

2.4 NO MINIMUM AMOUNT OF WORK. OWNER makes no representations regarding the amount or type of services, if any, that ARCHITECT will be asked to provide to Owner during the term of this Agreement. It is expressly understood that OWNER is under no obligation to request any services from ARCHITECT and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the OWNER on an as-needed basis, subject to future agreement on the scope of the work, the fee and the schedule.

3. TERMINATION:

Either ARCHITECT or OWNER may terminate this Agreement at any time before the expiration of the Term, with reasonable cause, by giving the other party ten (10) business days advance written notice. Either ARCHITECT or OWNER may terminate this Agreement at any time before the expiration of the Term, without cause, by giving the other party sixty (60) business days advance written notice. In such event, OWNER shall be liable only for payment in accordance with the provisions of this Agreement for Services performed prior to the effective date of termination, and ARCHITECT shall deliver to OWNER all documents and drawings completed or in progress up to the date of termination. OWNER and ARCHITECT agree to allow a reasonable time to cure deficiencies in either's performance, if applicable, to the cause of termination.



4. COMPENSATION:

- 4.1 FEES. OWNER shall pay ARCHITECT, for Services performed by ARCHITECT in accordance with this Agreement, according to the compensation schedule included with the Project Exhibit. The amounts set forth in the Project Exhibit include all fees of the ARCHITECT including costs of operation, fringe benefits attributable to payroll, overhead, and profit. The hourly rates for Additional Services in the Project Exhibit shall be revised annually in accordance with ARCHITECT'S standard salary review procedures. All revisions in hourly rates for additional services shall be approved in writing by Owner.
- 4.2 TIME SCHEDULE. Compensation for the Project is tied to the Project duration or schedule, or both, in addition to the actual work to be performed under the Project Exhibit. Changes in Project duration or schedule, or both, caused through no fault of Architect, shall be considered an Additional Service.
- 4.3 REIMBURSABLE EXPENSES. In addition to compensation payable pursuant to Article 4.1 above, OWNER shall reimburse ARCHITECT for actual and reasonable expenditures made by ARCHITECT in the course of performing the Services, for reimbursable expenses, billed at 1.15 times the expense. Reimbursable Expenses are defined on the Hourly Rate Schedule attached to each Project Exhibit.
- 4.4 MAXIMUM CONTRACT SUM. Notwithstanding the foregoing, the total, maximum, not-to-exceed amount of money authorized for payment to ARCHITECT for services provided pursuant to this Agreement is five hundred thousand dollars (\$500,000). Total billings for authorized work performed by ARCHITECT shall not exceed this maximum contract sum without written amendment to this Agreement executed by OWNER and ARCHITECT.

5. PAYMENT:

- 5.1 INVOICES. Upon submission by ARCHITECT of an invoice for Services, submitted once a month, OWNER shall pay ARCHITECT for Services performed and expenses incurred pursuant to this Agreement. Each invoice shall be delivered or mailed to OWNER for approval to the address specified in Article 13 below. All invoices and correspondence regarding this Agreement should reference the Project identified in the applicable Project Exhibit.
- 5.2 PAYMENT BY OWNER. OWNER shall pay the ARCHITECT'S invoice within thirty (30) days after OWNER'S receipt of the invoice. If the OWNER fails to make timely payments without proper cause under this article, then the ARCHITECT may suspend its performance without any liability to the OWNER thereto. ARCHITECT shall properly notify the OWNER under Article 13 of this Agreement stating ARCHITECT'S intent to suspend its performance. The ARCHITECT'S suspension of performance shall not be considered a termination of the Agreement as defined under Article 3.



6. OWNERSHIP OF DOCUMENTS:

6.1 All documents and drawings, including original drawings, estimates, technical data and specifications prepared by the ARCHITECT for this Project, shall remain the property of the ARCHITECT. The OWNER may retain copies of the documents and drawings for its information and reference in connection with the Project; however, none of the documents and drawings are intended or represented to be suitable for reuse by OWNER or others on any other project. Any reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ARCHITECT, and OWNER, to the fullest extent allowable by law, will defend, indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT to further compensation at rates to be agreed upon by OWNER and ARCHITECT.

6.2 ELECTRONIC MEDIA. Should OWNER request electronic media copies of ARCHITECT-produced Instruments of Service as defined by Project Exhibit, OWNER acknowledges that automated transfer of electronic information between media may be susceptible to the introduction of inexactitudes, anomalies, and errors and such transfer may not be a perfect duplicate of the original documentation. ARCHITECT'S use of Building Information Modeling (BIM) as related to this Standing Agreement shall be limited to whatever the ARCHITECT deems is appropriate in completing its Basic Services to the OWNER and in accordance with Article 1 of this Agreement. ARCHITECT shall not be responsible for coordinating any BIM effort with any OWNER contractor or consultants unless expressly required by Project Exhibit.

7. CONFIDENTIAL INFORMATION:

Neither ARCHITECT nor ARCHITECT'S consultants or employees shall disclose to any person or entity any confidential information of OWNER, which ARCHITECT or ARCHITECT'S consultants or employees obtain from OWNER or otherwise discover in the performance of the Services. The OWNER'S confidential information shall be clearly marked by the OWNER or identified in a prior writing to the ARCHITECT as provided in Article 13 of this Agreement. Confidential information shared in an oral or otherwise intangible form must be identified as confidential at the time of disclosure, and summarized in a writing clearly marked as confidential and delivered to ARCHITECT within ten (10) business days thereafter. As used in this Article 7, the term "confidential information" shall not include: (1) information related to the Services which ARCHITECT must divulge in order to perform its Services hereunder; (2) information already in the public domain; (3) information disclosed to ARCHITECT by a third party who is not under a confidentiality obligation with OWNER; (4) information developed by or in the custody of ARCHITECT before entering into this Agreement; (5) information developed by ARCHITECT through its work with other clients; and (6) information required to be disclosed by operation of law, including but not limited to, order of court or governmental agency. This provision shall survive the expiration of the term or the termination of this Agreement.



8. INSURANCE:

8.1 PROVISION BY ARCHITECT. During the term and at all times that ARCHITECT performs services for OWNER, including during the typical one-year warranty period provided by the Contractor, ARCHITECT shall maintain in full force and effect, at ARCHITECT'S expense, insurance coverage by an insurance provider licensed do business in Texas of the following types and amounts:

- (a) Workers' Compensation coverage, as required by law;
- (b) Employer's Liability coverage, with limits of at least \$500,000 per accident / employee;
- (c) Professional Liability (errors and omissions) insurance of \$1,000,000 per project.
- (d) General Liability with personal injury limits of at least \$1,000,000 and Automobile coverage (owned, non-owned, and hired), with limits set at \$1,000,000 per occurrence and \$2,000,000 in the aggregate. General and Automobile Liability insurance shall list OWNER, its elected officials and employees as additional insureds, and shall include Contractual Liability and Broad Form Property Damage.

8.2 INSURANCE CERTIFICATES. ARCHITECT shall furnish certificates of insurance to OWNER evidencing the insurance specified in Article 8.1 above. The certificates must:

- (a) Be signed by an authorized representative of ARCHITECT'S insurance carrier;
- (b) State that no cancellation of insurance will be effected without thirty (30) days advance written notice to OWNER;
- (c) Be sent to OWNER at the address in Article 13 below and, upon request by OWNER, copies to OWNER'S Risk Management Department; and
- (d) Provide OWNER with a waiver of subrogation.

8.3 PERILS COVERED BY INSURANCE. OWNER and ARCHITECT waive all rights against each other for damages caused by perils covered and paid by insurance including for loss or damage to any equipment used in connection with the Project and covered by any property insurance.

9. RELATIONSHIP OF THE PARTIES:

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. No party shall assign, sublet or transfer any interest in this Agreement, including claims arising therefrom, without the prior written authorization of other party. Any unapproved assignment of this Agreement is void.



10. INDEMNIFICATION:

10.1 ARCHITECT shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend OWNER, its elected officials and employees from and against any and all claims, actions, suits, liabilities, damages, expenses, and costs arising out of injury to any persons, including death, or damage to any property to the extent caused by the negligent acts, errors, or omissions of ARCHITECT, its officers, employees, agents, and consultants for whom ARCHITECT is legally liable in performing Services under this Agreement, except to the extent such claims, actions, suits, liabilities, damages, expenses, and cost are caused by the negligence of OWNER.

10.2 NOTICE OF CLAIM. The parties agree to promptly notify the other party in writing of any matter as to which ARCHITECT is or may be bound by the indemnity in Article 10.1 above.

11. HAZARDOUS MATERIALS:

OWNER represents to ARCHITECT that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ARCHITECT the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ARCHITECT'S Scope of Services does not include services related in any way to hazardous materials. In the event ARCHITECT encounters undisclosed hazardous materials, ARCHITECT shall notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ARCHITECT may, at its option and without liability for delay or any other damages to OWNER, suspend performance of Services on that portion of the Project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the Project site is in full compliance with all applicable laws and regulations. If ARCHITECT'S services hereunder cannot be performed because of the existence of hazardous materials, ARCHITECT shall be entitled to terminate this Agreement for cause on thirty (30) days written notice. To the fullest extent permitted by law, OWNER releases ARCHITECT, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to release any individual or entity from and against the consequences of that individual's or entity's negligence or willful misconduct.

12. ADDITIONAL SERVICES, CLAIMS, AND DISPUTES:

12.1 ADDITIONAL SERVICES. OWNER may order changes in the ARCHITECT'S Basic Services at any time. In the event of any such change, ARCHITECT shall be paid as provided in the Project Exhibit



for such Additional Services. Adjustments shall be documented in writing before ARCHITECT commences the Additional Services contemplated by the parties.

- 12.2 DISPUTES. ARCHITECT and OWNER hereby agree to first make every reasonable effort to expeditiously settle disputes between themselves. Should the parties be unable to make such settlements, they further agree that prior to litigation the parties shall endeavor to settle disputes by mediation as set forth in the Texas Civil Practice and Remedies Code.
- 12.3 LIMITATION OF LIABILITY. ARCHITECT'S total liability to OWNER for any loss or damage arising out of or in connection with the performance of Services or any other cause, including ARCHITECT'S professional negligent acts, errors, or omissions, shall not exceed the ARCHITECT'S available insurance proceeds as defined hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ARCHITECT from any liability above such amount.

13. NOTICES:

Notices provided in connection with the Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to OWNER: Tom Green County, Texas
Attn: Construction Project Manager – Don Killam
111 West Beauregard Ave.
San Angelo, Texas 76903

If to ARCHITECT: HDR Architecture, Inc.
8750 N. Central Expressway
Suite 100
Dallas, Texas 75231
Attention: Heidi Higgason

14. NATURE OF AGREEMENT:

- 14.1 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the parties with respect to the Services, and may not be amended except by a written instrument signed by both ARCHITECT and OWNER. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ARCHITECT.
- 14.2 GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the state where ARCHITECT'S Services are performed. The venue for all disputes in reference for this agreement shall be Tom Green County.

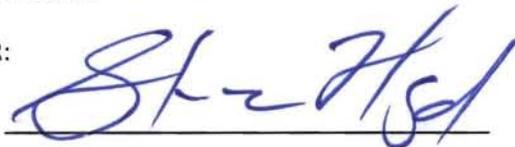


- 14.3 TAXES. Architect will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. OWNER is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act found in the Tax Code.
- 14.4 NO FINANCIAL INTEREST. 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.
- 14.5 PRECEDENCE. If this Agreement is attached to, made a part of, or referenced in any OWNER purchase order, the terms and conditions of this Agreement shall supersede the preprinted provisions of the purchase order in conflict with this Agreement. If any proposal or other documentation from ARCHITECT is attached to this Agreement or otherwise referred to in this Agreement, this Agreement shall control to the extent that such proposal or documentation conflicts with this Agreement.
- 14.6 SEVERABILITY. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.
- 14.7 FORCE MAJEURE. No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, floods, fire, sabotage, terrorist acts or any other circumstances of the similar character.
- 14.8 WAIVER. No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of such power or right. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of this Agreement.
- 14.9 CAPTIONS. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

OWNER:

By:



Name: Stephen C. Floyd, acting in his official capacity and not individually

Title: County Judge, Tom Green County

ARCHITECT:

By:

Name: Heidi Higgason

Title: Senior Vice President