

than December 21, 2028. STOA shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

- (a) STOA's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to STOA for the Services performed under this Agreement is Three Hundred Ninety-Five Thousand Five Hundred and 00/100 Dollars (\$395,500.00). In no event shall the amount paid by County to STOA under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) STOA understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (c) County will pay STOA based on the following procedures: Upon completion of the tasks identified in the Scope of Services, STOA shall submit to County staff person designated by the Parks Director, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** STOA understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Three Hundred Ninety-Five Thousand Five Hundred and 00/100 Dollars (\$395,500.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. STOA clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Ninety-Five Thousand Five Hundred and 00/100 Dollars (\$395,500.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. STOA does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that STOA may become entitled to and the total maximum sum that County may become liable to pay to STOA under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Ninety-Five Thousand Five Hundred and 00/100 Dollars (\$395,500.00).

6. **Non-appropriation.** STOA understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify STOA in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by STOA.

8. **Insurance.** Prior to commencement of the Services, STOA shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. STOA shall provide certified copies of insurance endorsements and/or policies if requested by County. STOA shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. STOA shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of STOA shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, STOA warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

STOA shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the STOA.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, STOA SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY STOA OR STOA'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH STOA EXERCISES CONTROL. STOA SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.

10. **Public Information Act.** STOA expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to STOA for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by STOA expressly marked as proprietary or confidential. County shall not be liable to STOA for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. STOA further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** STOA shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. STOA in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, STOA shall be deemed an Independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of STOA. STOA and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** STOA may use County’s name without County’s prior written consent only in STOA’s customer lists. Any other use of County’s name by STOA must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** STOA represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that STOA shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of STOA shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of STOA or agent of STOA who, in County’s opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on–site at County’s facilities, STOA shall comply with, and will require that all STOA’s Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to STOA in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** STOA acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by STOA or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by STOA shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by STOA) publicly known or is contained in a publicly available document; (b) is rightfully in STOA's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of STOA who can be shown to have had no access to the Confidential Information.

STOA agrees to hold Confidential Information in strict confidence, using at least the same degree of care that STOA uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. STOA shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, STOA shall advise County immediately in the event STOA learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and STOA will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or STOA against any such person. STOA agrees that, except as directed by County, STOA will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, STOA will promptly turn over to County all documents, papers, and other matter in STOA's possession which embody Confidential Information.

STOA acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. STOA acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

STOA in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by STOA as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. STOA shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** STOA shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of STOA for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, STOA shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to STOA. Upon termination of this Agreement by County, STOA shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. STOA's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to STOA by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** STOA may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and STOA each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall STOA release any material or information developed or received during the performance of Services hereunder unless STOA obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Parks and Recreation Department
Attn: Parks Director
301 Jackson Street,
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to STOA: STOA Architects
6001 Savoy Drive
Suite 100
Houston, Texas 77036

25. **Performance Representation.** STOA represents to County that STOA has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. STOA shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining

to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.

27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, STOA hereby verifies that STOA and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, STOA does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, STOA does not boycott energy companies and is

authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, STOA does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, STOA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and STOA hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

STOA ARCHITECTS



Authorized Agent – Signature

Chao-Chiung Lee, AIA

Authorized Agent- Printed Name

STOA Founder

Title

March 18, 2024

Date

APPROVED:



Darren McCarthy, Parks Director

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\parks\stoa architects (24-parks-100447)\agmt for professional arch & eng design svcs (kcj - 3.4.2024)

EXHIBIT A

(Follows Behind)

06 February 2024 (R1)

Mr. Grady Prestage, Commissioner
Fort Bend County - Precinct 2
303 Texas Parkway, Suite 213
Missouri City, Texas 77489

Reference: **Architectural and Engineering Design Services Proposal for:**
For a new East Fort Bend Assembly Center located in Sienna (Missouri City, Texas)

Dear Mr. Prestage:

We are pleased to submit the following fee proposal for Architectural & Engineering design services for a proposed new 8,000 SF Assembly Center (with covered pavilion) in Missouri City, Texas. We understand that this new facility forms part of the approved 2023 Parks Bonds project for Fort Bend County. We also understand that the County will provide the topographic survey with boundaries & utilities and the geotechnical report services for this project.

Architectural & Engineering Design Services

Services Rendered Include:

- **Schematic Design**
STOA and the engineering team will visit the site to familiarize itself with existing conditions and we will meet with Precinct 2 to discuss the program, goals, and vision for this new facility. At the end of this phase, STOA will develop a conceptual site plan, floor plan, and elevations based on the feedback received from Precinct 2.
- **Design Development**
STOA will research and present color and finish options to the Precinct and will meet with Missouri City planning officials for approval process of the exterior finishes and massing of the building(s). Engineers will develop and present their proposed systems for this facility. STOA will also generate building sections, details, and schedules in preparation for the construction documents. Opinion of Probable Cost will also be provided at the end of this phase.
- **Construction Documents**
After Precinct approval of the Design Development phase, STOA will generate and develop final construction documents (drawings & specifications) for the use in bidding and in the permitting process of the facility. An updated Opinion of Probable Cost will also be provided at the end of this phase.
- **Permitting and Bidding**
 - Assist the Precinct in permitting and approval. Permit fees are not included in this proposal.
 - Review and respond to City permit comments.
 - Assist in T.A.S. plan review and project filing. T.A.S. fees are not included in this proposal.
 - Assist in bidding for a general contractor.
- **Construction Administration**
During construction of the facility, STOA will respond to RFIs, Submittals, assisting in reviewing Change Orders and Pay Applications, and assist in project close-out services.
The proposal includes (1) site observation visit per month for the estimated construction time of 12 months.

Compensation:

Based on the services and scope of work in this proposal, we propose to perform our Basic Services for stipulated fixed fees as described below for Architectural & Engineering design services. Consultant services included are: Structural Engineer, Civil Engineer, MEP Engineer, Specification Writer, Cost Estimator, and Landscape Architect.

Total AE Services Fee: \$395,500.00

Payment Schedule:

Project will be invoiced at the following schedule per project: Monthly billing based on the work progress

- i. Schematic Design 15% – (\$59,325.00)
- ii. Design Development 20% - (\$79,100.00)
- iii. Construction Documents 35% - (\$118,650.00)
- iv. Bidding / Permitting 15% - (\$59,325.00)
- v. Construction Administration 20% - (\$79,100.00)

Additional Services

Work outside the scope of this proposal shall be approved by proposal prior to the start of work including additional design work and printing not outlined in this fee proposal.

Services not included in this proposal are: Platting, Surveying, Geotechnical Report, IT/Technology, Security, Waterproofing Consultant, Furniture Fixtures and Equipment, and 3D Rendered Models.

Architectural Hourly Rates

1. Principal - \$210.00
2. Project Manager - \$190.00
3. Project Architect - \$160.00
4. Senior Designer - \$120.00
5. Senior CADD Technician - \$90.00
6. CADD Technician - \$75.00
7. Administrative Assistant - \$65.00
8. Clerical - \$60.00

Reimbursement:

All long distance calls, travel mileage, printing cost, copies, deliveries/postage, permitting / filing fees and all other approved reimbursable items **will be invoiced at cost with no mark-ups**. Estimated total reimbursements shall not be over 5% of total A/E Service fees.

We appreciate your consideration of our team for this project and we look forward to working together. Please feel free contact us if there are any questions.

Sincerely,



C.C. Lee, AIA LEED AP, CEO

STOA Architects International, Inc.,
dba STOA Architects

Mr. Grady Prestage, Commissioner

Fort Bend County – Precinct 2