



**AIA**<sup>®</sup>

**Document B105<sup>®</sup> – 2017**

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**Standard Short Form of Agreement Between Owner and Architect**

WEBB COUNTY, TEXAS

BY all DEPUTY

**AGREEMENT** made as of the 8th day of January in the year 2024  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Webb County  
1000 Houston Street  
Laredo, Texas 78040  
Telephone: 956.523.4000

and the Architect:  
*(Name, legal status, address and other information)*

Steven Land Tillotson, Architect, PLLC,  
226 Brightwood Place  
San Antonio, Texas 78209  
Cell phone number: 210.845.2035

for the following Project:  
*(Name, location and detailed description)*

Preservation Master Plan for the Webb County Courthouse  
1000 Houston Street  
Laredo, Texas 78040

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

The scope of work for this project is to provide Webb County with a Draft of a Courthouse Preservation Master Plan (PMP) which meets the requirements of the Texas Historical Commission (THC). The PMP will follow the recommended outline provided by the THC, and the Draft Copies of the Webb County PMP will be submitted to the THC on February 5, 2024 by 5:P.M.. Also, on February 5, 2024, will have drafted 95% of the Architectural Plans for Shovel Ready Status which is due at 5:00 P.M. The recommended outline for this master plan is attached to this contract as Appendix Number One. An abbreviated outline is as follows:

- I. Introduction
- II. Historical and Architectural Development
- III. Evaluation of Existing Conditions
- IV. Restoration and Rehabilitation Recommendations
- V. Required Appendices

The master plan is intended to be a single document presented as a continuous document in a three-ring binder and supplied to the THC and Webb County in paper and electronic formats.

The THC Courthouse Project Reviewers will provide comments on the Webb County Draft Submittal March 1, 2024. THC Courthouse Project Reviewers will provide comments on Draft 95% Architectural Plans by March 1, 2024. The architectural team will amend the draft submittal and submit the Final Master Plan for the Webb County Courthouse on April 5, 2024.

It is understood that the timeframe is extremely limited and that every attempt will be made to meet the requirements of the THC and Webb County Commissioners Court.

Following the review by the THC, notification of approved master plans will be available on April 22, 2024. The architects will meet with County officials to discuss the options for proceeding to the next phase of the THCPP Grant Application.

During the Master Plan Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a master plan, which shall be set forth in a report form that meets published requirements of the Texas Historical Commission, and other documents appropriate for the Project. Upon the Owner's approval of the Preservation Master Plan, the Architect shall review the Courthouse Planning Grant Manual with the County and the requirements for completion and review of the future construction documents of the Webb County Courthouse Rehabilitation Project and shall coordinate its services with any consulting services requested to complete the Construction Documents (CD) for approval of the THC in a next round of funding.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide all known information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

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### ARTICLE 3 USE OF DOCUMENTS

§3.1 The Architect hereby assigns to the Owner all of the Architect's rights, title and interest to the Master Plan of the Project, which shall be the exclusive property of the Owner without additional compensation to the Architect. The Architect shall cause each of its consultants to execute any separate instrument necessary to effect such assignments completely. The Architect shall maintain file copies of Master Plan and/or other products as required by law or the standards of professional practice. In the case of future reuse of the Master Plan by the Owner, the Architect's name and seal, if applicable, shall be removed, and except as otherwise set forth in any Contract Documents, the Architect shall not be liable to the Owner, or third parties in connection with their reuse.

§3.2 The Owner hereby grants to the Architect a royalty-free, non-exclusive, worldwide license to use standards, conventions, and details of the Master Plan.

### ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for Services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services upon no less than seven (7) days' written notice but only if Owner's failure to make payments is not cured within such seven-day period. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement but only if said failure to perform is not cured within such period of time.

### ARTICLE 5 MISCELLANEOUS PROVISIONS

§5.1 Jurisdiction and Venue. This Agreement shall be governed by the law of the State of Texas. Venue for all proceedings arising from this Agreement, or breach thereof, shall be in the state courts of Webb County, Texas. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor, as amended. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

§5.2 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 the Architect.

§5.3 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall incorporate any information provided by the Owner, through reports and surveys, into their documentation to inform a Contractor of the hazards and their location.

§5.4 Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

#### §5.5 Liability and Indemnification

**THE ARCHITECT SHALL INDEMNIFY, SAVE, AND HOLD THE OWNER, ITS ELECTED OFFICIALS, REPRESENTATIVES, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES INCURRED BY OWNER, ARISING FROM THE PERFORMANCE OF THIS AGREEMENT BY THE ARCHITECT OR ARCHITECT'S AGENTS OR EMPLOYEES. THIS CLAUSE SHALL NOT BE CONSTRUED TO BAR ANY LEGAL REMEDIES THE ARCHITECT MAY HAVE FOR THE OWNER'S FAILURE TO FULFILL ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.**

### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A maximum of Eighty-Five Thousand Dollars (\$85,000.00).

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The Owner shall pay the Architect an initial payment of Eight Thousand Five Hundred Dollars (\$ 8,500.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

Invoices are due on the first day of the month. Payments are due and payable thirty (30) days from the date of the Architect's monthly invoice in proper format with all required backup and information. Amounts unpaid thirty-five ( 35 ) days after the invoice date shall bear interest from the date payment is due at the rate of five percent ( 5 % ) per annum. Each request for payment shall comply with the following:

- .1 invoices shall be in a format agreed to by the Owner;
- .2 fee for services rendered and reimbursable expenses shall be invoiced within ninety (90) days of being incurred. The Owner shall have no obligation to pay fees for services rendered or reimbursable expenses invoiced past ninety (90) days from the date of close of the month in which the services were performed. All original detailed itemized receipts must be provided as back-up documentation.

At the request of the Owner, the Architect shall provide additional services not included in Article I for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article I; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work. Such services and compensation shall be mutually agreed to in writing between Owner and Architect in an AIA G802-2017 prior to the Architect performing such services.

#### ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

**§7.1 Insurance.** The Architect shall carry and maintain at its own cost, with such companies as are reasonably acceptable to the Owner, with an A.M. Best rating of "A-,VII" or better, all liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement (of such longer period as may be required below), for damages caused or contributed to by the Architect, and insuring the Architect against claims which may arise out of result from the Architect's services hereunder:

**§7.2** Attached as Exhibit "A" and incorporated as part of this Agreement is "Recommended Outline for a Courthouse Preservation Master Plan

- a) Commercial General Liability Insurance at minimum combined single limit of \$300,000.00 per occurrence and \$1,000,000.00 general aggregate for bodily injury and property damage.
- b) Commercial Automobile Liability Insurance at minimum combined single limits of \$300,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage and \$500,000 aggregate;

With reference to the foregoing insurance requirement, Architect shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of Webb County shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in insurance coverage.

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5. All insurance policies shall be endorsed to the effect that Webb County will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Architect may maintain reasonable and customary deductibles, subject to approval by Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to Webb County.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.

Upon request, Architect shall furnish Webb County with certified copies of all insurance policies.

**§7.2. Indemnification/Limitation of Liability.**

**IN ADDITION TO ANY LIABILITY OR OBLIGATION OF THE ARCHITECT TO THE OWNER THAT MAY EXIST UNDER ANY OTHER PROVISION OF THIS AGREEMENT OR BY STATUTE OR OTHERWISE, THE ARCHITECT SHALL BE LIABLE TO AND WILL HOLD HARMLESS, INDEMNIFY AND DEFEND THE OWNER FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, CLAIMS (INCLUDING ATTORNEY'S FEES) OR LIABILITIES WHICH THE OWNER MAY SUSTAIN AS A RESULT OF;**

- a. **ANY INFRINGEMENT OF ANY COPYRIGHT PATENT OR OTHER PROPERTY RIGHT RESULTING FROM THE USE OR ADOPTION OF ANY DESIGN, PLANS, DRAWINGS, OR SPECIFICATIONS FURNISHED BY THE ARCHITECT;**
- b. **ANY NEGLIGENT OR WRONGFUL ACT OF THE ARCHITECT, HIS AGENTS, SERVANTS, EMPLOYEES, OFFICERS OR CONTRACTORS; OR**
- c. **ANY CLAIM MADE BY EMPLOYEES OF ARCHITECT.**


§7.2 Attached as Exhibit "A" and Incorporated and made part of this Agreement is the Texas Historical Commission's "Outline for a Courthouse Preservation Master Plan".

**ARTICLE 8 SCOPE OF THE AGREEMENT**

8.1 This Agreement and the documents incorporated by reference below and herein, represent the entire and integrated between the Owner and the Architect and superseded all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect's consultants to comply as well.

This Agreement entered into as of the day and year first written above.

**WEBB COUNTY**



OWNER (Signature)

**Steven Land Tillotson, Architect PLLC.**



ARCHITECT (Signature)

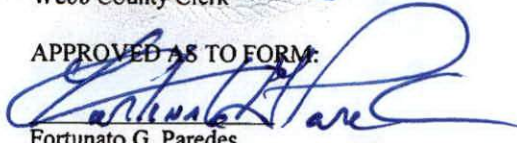
Tano E. Tijerina  
Webb County Judge  
*(Printed name and title)*

Steven Land Tillotson, AIA  
**STEVEN LAND TILLOTSON #101**  
*(Printed name, title, and license number, if required)*

ATTEST:

  
Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

  
Fortunato G. Paredes  
Assistant General Counsel  
Webb County Civil Legal Division

\*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s)

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# EXHIBIT "A"

## Recommended Outline for a Courthouse Preservation Master Plan

### I. Introduction

The introduction section provides a synopsis of the contents of the current master plan, why and how it was developed, and who was involved.

- A. Executive Summary
- B. Current statement of master plan goals and purpose
- C. Methodology used for master plan development and revision
- D. Identification of current master plan participants with contact information

### II. Historical and Architectural Development

Section II will place the courthouse into a historic and architectural context. It should describe the events leading to the construction of the courthouse, identify important events or persons associated with the building and document historic courthouse photographs or drawings. It will include an architectural description of its original design and establish a period(s) of architectural significance for the building. Finally, it should explain, in narrative and graphic formats, the major physical changes made to the building over time which brought it to the appearance it has today.

- A. List all previous county courthouses and related buildings (jails, annexes, storage buildings, etc.)
- B. Record significant historical events that occurred at current courthouse or on grounds.
- C. Provide a narrative description of the building's architecture and stylistic elements that justifies a time period of its highest architectural significance. Include documentation for existing building(s) in its original condition, original drawings and historic photographs, if available, and information on the architect and contractor. If original drawings are not available, produce line drawings showing original plans and elevations to scale.
- D. Document later modifications with a narrative description and annotated drawings including dates for the alterations and historic photographs, if available.
- E. Describe the building's current historical designations and preservation easements as applicable.

### III. Evaluation of Existing Conditions

Section III will fully identify and evaluate the courthouse and its grounds as they exist currently. This section is not simply a physical description of the building's appearance and character-defining features, but a full and thorough evaluation of the current condition of all building and site elements. Such evaluations should be conducted with a historic preservation emphasis balanced with concern for life-safety, functional and technological needs (both present and anticipated), accessibility for the disabled, security and energy efficiency. Space needs must be evaluated within the context of all county-owned buildings to determine the current adequacy of existing facilities. Findings must be presented both in narrative and graphic form to ensure the plan is as clear and understandable as possible.

- A. Evaluate the current conditions on the site.
  1. Develop a site plan showing adjacent buildings, vegetation, site furnishings and monuments.
  2. Provide a narrative and/or graphic condition assessment of site drainage, vegetation, vehicular and pedestrian circulation, parking, public spaces, lighting, utilities and archeologically sensitive areas.
- B. Evaluate the building's current existing conditions and identify all deficiencies.
  1. Annotate all floor plans and elevations to provide general and location-specific information about the building including an identification of historic versus non-historic fabric.
  2. Produce a narrative description and condition assessment of architectural features such as roof and roof drainage systems, tower or cupola (if any), masonry, doors and windows, or arcades (if any), metal hardware and accessories, lighting, interior wall, floor and ceiling finishes, millwork, stair elements, and architectural furnishings. Information should be represented in current photographs and/or keyed to measured drawings.



## EXHIBIT "A"

3. Provide current evaluations of all building systems by qualified professionals, including structural, mechanical, electrical, plumbing, security and fire protection systems.
4. Describe special conditions or materials that require further analysis or testing prior to initiating any rehabilitation work and perform these analyses if appropriate, i.e. asbestos testing, lead paint analysis, mortar analysis, paint color identification, investigative selective demolition, etc.
5. Evaluate functional considerations, including life/safety issues, compliance with applicable building codes and Texas Accessibility Standards, archival documents and records storage, data processing, communications, security, energy efficiency and anticipated acoustical limitations.
6. Describe and evaluate adequacy of current space use, including other county owned or occupied facilities, and develop a square footage projection of future space needs, including properties potentially acquired by the county.

### IV. Restoration and Rehabilitation Recommendations

Section IV provides specific recommendations for the restoration and rehabilitation of the building based on the current condition assessment in Section III. All recommendations should be in conformance with the Secretary of the Interior's (SOI) Standards for the Treatment of Historic Properties. Recommendations should be prioritized into logical scopes of related work and preliminary cost estimates for each included. Describe a phased plan for the entire project based on priority and balanced with the county's financial resources.

- A. Provide a summary of recommendations for the building(s) and site, prioritized according to need.
- B. Give detailed recommendations addressing all major building deficiencies, space use, systems upgrades and restoration of significant architectural features and spaces. Provide alternative recommendations where appropriate. Recommendations for all character-defining features and significant or primary spaces should generally be consistent with the SOI Standards for Restoration. Recommendations for secondary spaces should generally be consistent with the SOI Standards for Rehabilitation.
- C. List items requiring further analysis or testing in connection with the development of construction documents (hazardous materials, masonry conservation, conservation of decorative finishes, etc.).
- D. Provide preliminary cost estimates, or "opinion of probable cost", for all recommendations and in addition, for any separate recommended phases of work, each projected to FY 2020-21 construction.
- E. Develop a phased scope of work for the project, as needed, based on the recommended priorities and projected funding availability. Identify potential funding sources for each phase.
- F. Outline a plan and regular schedule for building maintenance.

### V. Required Appendices

Section V provides any additional information descriptive or explanatory information not contained in the previous sections. Such information might include relevant technical articles or publications, codes, contacts, excerpts from county records, and other items as listed below.

- A. Bibliography
- B. Endnotes or bibliographic citations for information presented in Section II
- C. Commissioner's Court minutes, as applicable to construction or alterations
- D. Historic photos and plans
- E. National Register nomination/designation file
- F. Previous plans or studies of courthouse (may be an attachment or separate volume)
- G. Reports prepared by consultants or testing agencies (may be attached separately)
- H. The Secretary of the Interior's Standards for Restoration and Standards for Rehabilitation
- I. A copy of any Preservation Easement(s) granted to THC, if applicable
- J. Section 442.008 of Texas Government Code (TGC) concerning protection of county courthouses
- K. Section 442.006 of the TGC on Recorded Texas Historic Landmarks, if applicable



## EXHIBIT "A"

### Master Plan Format

The master plan must be presented as single document, preferably presented as a continuous document addressing all information as it currently is understood. It is not intended to be used in conjunction with a previous master plan document, it must be a stand-alone document inclusive of all required master plan sections and appendices. It should present the information clearly and in manner that facilitates its use and understanding.

A proposal for how the master plan contents are presented, if it varies from a complete and new presentation of all information, must be approved in advance by THC.

### Deliverables

For each submittal or draft of the master plan document, a digital version of the document in Adobe Acrobat must be provided to the THC and County for review, unless a paper copy is requested.

The following will be provided by the project architect upon final approval by THC.

1. Two final printed copies in three ring binders, complete with appendices including photographs, must be provided to THC and one complete copy must be provided to the county.
2. A PDF of the complete master plan on a thumb drive.
3. All digital images and digital version of all historic photos on a thumb drive.
4. Color digital images printed at 300 dpi may be used in the body of the document.
5. Final photographic documentation should be in the appendix. High resolution digital images at 6 megapixels or larger in size (200x3000) are required of:
  - a. Each elevation
  - b. Any significant public space(s) affected by the proposed work
  - c. At least one historical image.

Note: Version 3/2019. Significant revisions to earlier versions of this document are shown as underlined.