

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is entered into this ___ day of _____, 20___ by and between **ANTERO GROUP LLC** (“ANTERO”) and the **CITY OF SANGER, TEXAS**, a municipal corporation of the State of Texas (“SANGER”). For convenience, Antero and Sanger may sometimes be referred to herein collectively as “parties” and individually as a “party.”

WITNESSETH

WHEREAS, SANGER desires to engage **ANTERO** to provide Professional services as more fully described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, ANTERO agrees to provide such work and services for **SANGER** in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Employment of ANTERO GROUP.

(a) **SANGER** agrees to engage **ANTERO** and **ANTERO** hereby agrees to perform the services described in Exhibit “A” attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, **SANGER** and **ANTERO** agree and acknowledge that **SANGER** is entering into this Agreement in reliance on **ANTERO**’s special and unique abilities. **ANTERO** accepts the relationship of trust and confidence established between it and **SANGER** by this Agreement. **ANTERO** acknowledges that **ANTERO** shall be solely responsible for determining the methods for performing the services described in Exhibit “A” attached hereto. **ANTERO** covenants with **SANGER** to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of **SANGER** in accordance with **SANGER**’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. **ANTERO** warrants, represents, covenants, and agrees that all of the work to be performed by **ANTERO** under or pursuant to this Agreement shall be done (i) with the Antero skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing under the same or similar circumstances and applicable Antero license; and (ii) as expeditiously as is prudent considering the ordinary Antero skill and care of a competent engineer or architect, as the case may be.

(c) ANTERO will be responsible for supplying all tools and equipment necessary to provide the services set forth in Exhibit "A" attached hereto.

2. **Compensation.** SANGER agrees to pay ANTERO the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, ANTERO shall provide SANGER an invoice specifying the services provided during the previous month and the total amount owed by SANGER. Payment will be made by SANGER within thirty (30) days of receipt of an invoice from ANTERO.
3. **Changes.** SANGER may, from time to time require changes in the scope of services of ANTERO to be performed hereunder. Such changes, which are mutually agreed upon by and between SANGER and ANTERO, shall be incorporated in a written amendment to this Agreement.
4. **Services and Materials to be Furnished by SANGER.** SANGER shall furnish ANTERO with all available information and data ANTERO requests pertinent to the execution of this Agreement. SANGER shall cooperate with ANTERO in carrying out the work herein and shall provide adequate staff for liaison with ANTERO.
5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by ANTERO for which ANTERO has been compensated pursuant to this Agreement shall be the property of SANGER. ANTERO will deliver to SANGER copies of the prepared documents and materials. ANTERO shall make all documents and related data and material utilized in developing the documents available to SANGER for inspection whenever requested. ANTERO may make copies of any and all such documents and items and retain same for its files. ANTERO shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than ANTERO subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
1. **Term and Termination of Agreement.** This agreement will be for a period of N/A beginning on October 17, 2022, and expiring on completion. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
6. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

7. **SANGER Not Obligated to Third Parties.** SANGER shall not be obligated or liable hereunder to any party other than ANTERO.
8. **Final Decisions.** Serving as a Consultant to SANGER, ANTERO shall advise all parties that final decisions shall be made by the City Manager.
9. **Indemnification.** ANTERO DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS SANGER, ITS SANGER COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBANTERO OR SUPPLIER COMMITTED BY ANTERO, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ANTERO EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND ANTERO WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT SANGER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO ANTERO'S LIABILITY.

ANTERO'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY ANTERO UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Insurance.** ANTERO shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
 - A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
 - B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
 - C. Statutory workers' compensation and employers' liability insurance as required by state law.
 - D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

ANTERO shall provide SANGER with proof of insurance required hereunder prior to commencing work for SANGER and SANGER shall be named as an additional insured on the policy. ANTERO shall provide SANGER with written notice of any coverage limit change on the insurance. Such policies shall name SANGER, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against SANGER. ANTERO shall insure that all subcontractors comply with the same insurance requirements.

11. **Client Objection to Personnel.** If at any time after entering into this Agreement, SANGER has any reasonable objection to any of ANTERO's personnel, or any personnel, Anteros and/or consultants retained by ANTERO, ANTERO shall promptly propose substitutes to whom SANGER has no reasonable objection, and ANTERO's compensation shall be equitably adjusted to reflect any difference in ANTERO's costs occasioned by such substitution.
12. **Timeliness of Performance.** Antero shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
13. **Personnel.** All of the services required hereunder will be performed by ANTERO or under ANTERO's supervision, and all personnel engaged in the work shall be qualified to perform such services.
14. **Independent Contractor.** In performing the services under this Agreement, ANTERO is acting as an independent contractor. No term or provision hereof be construed as making ANTERO the agent, servant, or employee of SANGER or as creating a partnership or joint venture relationship between ANTERO and SANGER.
15. **Assignability.** The parties hereby agree that ANTERO may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of SANGER.
16. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
17. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
18. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with SANGER and ANTERO, or both; and (2) the terms of this Agreement are not intended to release,

either by contract or operation of law, any third person or entity from obligations they owe to either SANGER or ANTERO.

19. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
20. **Conflicts of Interest.** By signature of this Agreement, ANTERO warrants to SANGER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of SANGER. ANTERO further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. ANTERO warrants that it has submitted to SANGER a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.
21. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
22. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, the **CITY OF SANGER** and the **ANTERO GROUP** have executed this Agreement as of the date first written above.

CITY OF SANGER, TEXAS

By: _____

Print Name: _____

Title: _____

ANTERO GROUP

By: Michael Schmitz

Print Name: Michael Schmitz

Title: Senior Director

APPROVED TO FORM:

Hugh Coleman, City Attorney

EXHIBIT A: SCOPE OF SERVICES AND PRICING