

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 09, 2010 4:48 PM
To: dgr@atlashall.com; 'Joel Quintanilla'; avilacele@yahoo.com
Cc: 'Evangelina Garcia'; 'rey salazar'; 'Sergio Cruz'; 'Darlene Betancourt'; oscar.garza@co.hidalgo.tx.us; eduardo.gonzalez@co.hidalgo.tx.us
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Attachments: SCOPE OF SERVICES WITH PROPOSAL.pdf; AIA WITH Architect's Recommendations of Changes.pdf

Importance: High

Ms. Goetz-Comm. Quintanilla-Constable Avila:

Attached for your review and file information are all the submissions by AGADC (Alcocer-Garcia) in connection with negotiations held to date. I have provided Ms. Goetz (from Atlas & Hall) the information she needed the architect to provide. What is still missing on the part of the County is Constable Avila's confirmation that this architect's submittals reflect functions and needs of a constable office that meet with Constable Avila approval. It appears from our staff notes that the Constable did have issues with some of the projected or estimates provided by the architect.

Yours truly,

Marty Salazar

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, December 07, 2010 10:46 AM
To: 'Sergio Cruz'; 'rey salazar'
Cc: avilacele@yahoo.com; 'Martha Salazar'; 'Darlene Betancourt'; 'Leticia Saenz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Good Morning,

Attached is the scope of services with a proposed fee from Alcocer Garcia & Associates in connection to the above-referenced project. This information had been forwarded to the Precinct and Constable for their review back on early part of September. I forwarded the AIA Agreement to Mr. Alcocer and shortly after that Mr. Garcia came by with requested modifications/changes on the AIA which in turn were forwarded to legal for their review, input and guidance (see attached document). Some of those requested changes are minor changes and will be corrected and so pursuant to legal's analysis and as per direction from Marty please review legal's response on the AIA changes/response from Alcocer Garcia & Associates. Your input to said matter would be greatly appreciated so please assess said information with Commissioner Quintanilla and Constable Avila to make sure the services and requirements are being met by this Architect.

I know that on the previous two meetings that we had back on August 27 and October 6 of this year, the Constable had understood that pavement of the parking would be initiated by our County Force/Employees but that was somehow changed and that an Engineer would be required for this part of that project, so please touch basis on this and on the funding/budget for said project.

Sergio/Rey, if you both think after meeting and discussing said topics with the Commissioner and Constable that it a meeting would preferably be better to be scheduled in order review and make a final determination and include the Architect, than please let me know the date, time, etc., so that I can set it up.

Appreciate your assistance on this matter and if you need anything or any information, please let me know, if not, let's see if we can assist the Commissioner and Constable in moving this project forward.

Thank you

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 2:20 PM
To: 'Evangeline Garcia'; 'Darlene Betancourt'; 'Leticia Saenz'; 'Sergio Cruz'; 'rey salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Staff:
Do we have anything to support what Ms. Goetz is asking for. From your notes from the negotiation meetings do these items now specified address the services the County (Pct. #1 or us) was asking of the architect? Let me know ASAP? Maybe we need input directly from Constable and Sergio and you all?
Marty

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Monday, December 06, 2010 2:09 PM
To: 'Martha Salazar'
Cc: 'Steve Crain'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty,

All that matters is I have it now to review. The specifics of the project were not included in the documents provided to us last month with the architect's comments. Most of our comments had to do with confirming that the County is getting the services it believes it is paying for so I either need more input from you or a copy of the original proposal or other support in order to confirm whether the changes are correct.

Debra L. Goetz
Atlas & Hall, L.L.P.
P.O. Box 3725
McAllen, Texas 78502-3725
www.atlashall.com

Telephone: 956-632-8242
Facsimile: 956-686-6109
E-mail: dgr@atlashall.com

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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 2:02 PM
To: dgr@atlashall.com
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Ms. Goetz:
Sorry about sending to wrong e-mail.
Marty S.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 1:57 PM
To: 'scrain@atlashall.com'; 'drg@atlashall.com'; 'Joel Quintanilla'; 'eduardo.gonzalez@co.hidalgo.tx.us'; 'valde.guerra@co.hidalgo.tx.us'; 'avilacele@yahoo.com'
Cc: 'Leticia Saenz'; 'Evangelina Garcia'; 'Darlene Betancourt'; 'rey salazar'; 'Sergio Cruz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

TO ALL:

Mr. Crain & Ms. Goetz:

Please review attachment. Let us know if this response will address the issues of concern and permit the finalization of an agreement. We will place the item on for CC of 12-14-10 with options to either accept & approve or cease negotiations and proceed with #2 firm originally ranked.

Thank you,
Marty

From: Edo [mailto:edo@agadc.com]
Sent: Monday, December 06, 2010 1:26 PM
To: 'Martha Salazar'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Attached please find our response



Alcócer Garcia Associates, inc.

Eduardo Alcocer

956.607.6671

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 03, 2010 2:11 PM
To: 'Edo'; 'Joel Quintanilla'; 'avilacele@yahoo.com'
Cc: 'Steve Crain'; 'drg@atlashall.com'; 'Darlene Betancourt'; 'Evangelina Garcia'; 'Leticia Saenz'; 'rey salazar'; 'Sergio Cruz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Mr. Alcocer:

In response to your telephone request (to Vangie Garcia) for a meeting asap, we believe that the best solution due to the short time frame is for you and/or Mr. Garcia to respond to the items listed below from legal counsel asap. Upon receipt and review of the information/responses and, if warranted, a meeting will be scheduled.

Yours truly,
Marty S.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 03, 2010 11:51 AM
To: 'Edo'; 'Joel Quintanilla'; 'avilacele@yahoo.com'
Cc: 'Steve Crain'; 'drg@atlashall.com'; 'Darlene Betancourt'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Messrs. Garcia and Alcocer:

We are in receipt of the modifications you have requested to the County's approved AIA document for the above referenced project. We are asking that you provide the information below by no later than 5:00 p.m. on Friday, December 10, 2010. There will be an agenda item for CC meeting of 12-14-10 which will reflect options for CC to consider.

1st. Option- Acceptance and approval of AIA form of Agreement between Owner and Architect;

2nd. Option-Recommendation to cease negotiations with AGADC (as a contract draft cannot be presented) with authority to commence negotiations with the second ranked firm (as approved by CC on 8-24-10).

Hidalgo County wishes to get this project completed for Constable Precinct #1 and needs your cooperation to accomplish that task. If you require any additional information or assistance regarding this matter, please contact us immediately.

Yours truly,

Marty Salazar

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Wednesday, December 01, 2010 12:16 PM

To: 'Evangalina Garcia'

Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

From: Steve Crain [mailto:scrain@atlashall.com]

Sent: Tuesday, November 30, 2010 7:14 AM

To: 'Martha Salazar'

Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty: [Please see Deborah's comments and advise. Thanks.](#)

From: Debra L. Goetz [mailto:dgr@atlashall.com]

Sent: Monday, November 29, 2010 5:00 PM

To: 'Steve Crain'

Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

This appears to be the same mark up you had provided on November 15 (e-mailed to you on November 12), and I believe you had left a message for Marty because we wanted to check information on the project, which we had not yet received..

Reviewing the proposed changes from the architect without additional input from the county:

1. Description of Project: We do not have information to confirm either that the proposed services include engineering services or the additions to the description of the building.
2. Sections 3.1.7.3 and 3.1.7.4: These services (civil design and landscape design) were deleted so that the architect is now not responsible for providing them.
3. Sections 3.1.7.5, 4.3.3 and 4.3.4: Architect wants the service included under 4.3.3, which limits the amount of the service provided, and which could result in additional fees.
4. Section 4.1: It appears the original chart was blank and was filled in by the architect. We do not have the information to confirm whether the county is receiving the services it expects.
5. Sections 11.1- 11.4: We do not have the information to confirm the compensation is correct.
6. Signature section: While not all the requested changes are clear, it appears the signature line for the architect does not match the description for the architect on the first page and should be corrected.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 29, 2010 3:42 PM
To: 'Debra L. Goetz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Deborah: Can you look at this?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:42 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Mr. Crain:

Architect has requested some changes on our standard approved AIA document between owner & architect. Please review and comment.

Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:01 PM
To: 'Martha Salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty, have you heard anything on the following from legal? Actually this is also pending as per the Precinct's request until further notice but I just wanted to touch basis on the following in case the Precinct gives the go ahead.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, November 12, 2010 4:39 PM
To: 'Martha Salazar'
Subject: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty,

The above attachments is the agenda item with backup, the minutes for that agenda item and the AIA Document that was forwarded to Alcocer Garcia Associates in connection to Hidalgo County Precinct No. 1 Constable Building. Mr. Garcia has requested some changes to the AIA Document and I need for legal to review and their guidance. At this point, shouldn't this be discussed with the new Commissioner to see what input he will give. Please advise because Constable Avila and Mr. Garcia from Alcocer Garcia Associates, keep calling for status.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: Edo [edo@agadc.com]
Sent: Thursday, September 23, 2010 1:25 PM
To: Vangie Garcia
Subject: Pct 1. Constable Office Building
Attachments: sos.pdf; Revised Estimate-09-23-10.pdf

Ms. Garcia,

Attached are copies of AGA, inc's Scope of Services and Estimated Cost Estimate.

Based on the attached Revised Cost Estimate, the A/E Basic Fee (based on 7.5% of Final Construction Cost) IS \$33,862.50.

AGA

Alcócer García Associates, inc.

Eduardo Alcocer

956.607.6671

September 2, 2010

Ms. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas 78501

Re: Scope of Services; Constable Precinct No. 1 Building

Dear Ms. Salazar:

We hereby present our firm's proposal for Architectural/Engineering Services for the above reference project.

AGA, inc's Basic Services include

1. Architectural Design and Construction Administration Services
 - a. Schematic Design Phase
 - b. Design Development Phase
 - c. Construction Document Phase
2. Structural Engineering Design and Construction Administration Services
3. Mechanical/Electrical Engineering Design and Construction Administration Services
4. Prepare Bidding Forms and Documents
5. Assist Owner in Receipt of Competitive Bids
6. Evaluate Bids Received
7. Issue Notice of Award and Notice to Proceed to successful Bidder
8. Review project Shop Drawings and Submittals
9. Review General Contractor's Application for Payments
10. Prepare Field Reports and Progress Reports
11. Prepare Project Punch List and Project Close Out Documents
12. Present Project Owner's Manual
13. Five (5) sets of Final Plans and Specifications for Owner's use.
14. Copy of Professional Liability Insurance

Exclusions:

- A. Geo-Technical Soils Engineering
- B. Civil Engineering Services
- C. Topographic and Property Survey
- D. Accessibility Registration Fee, Plan Review Fee, and Post Construction Inspection Fee. The Architect will notify Texas Department of Licensing and Regulations

(TDLR). Hidalgo County will be responsible for obtaining other services required from TDLR or Registered Accessibility Specialist

- E. Material Testing and Report(s)
- F. Engineering Services related to electrical easement(s)
- G. Reproduction of thirty five (35) sets of plans and specifications

Compensation:

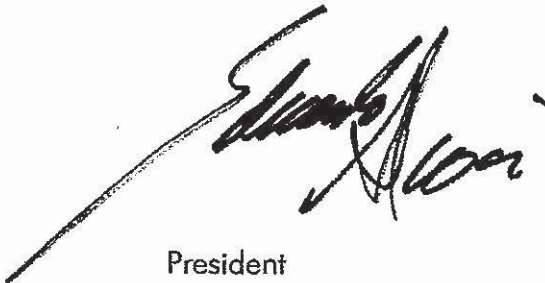
Compensation for Basic Services to be on 7.5% percent of final construction cost. Additional Services to be invoiced at cost to Architect plus 1.1 times.

Schedule of Payments:

Schematic Design Phase	10% of A/E Fee
Design Development Phase	10% of A/E Fee
Construction Document Phase	50% of A/E Fee
Bidding and Negotiation Phase	5% of A/E Fee
Construction Administration Phase	25% of A/E Fee
Total	100%

We look forward to your favorable response to our proposal and look forward to continuing our working relationship with the County of Hidalgo.

Sincerely,
Alcócer Garcia Associates, inc



Eric Garcia

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Quirk & Company P.O. Box 792030 San Antonio, TX 78279 www.quirkco.com	CONTACT NAME: PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Alcocer Garcia Associates 10125 N. 10th Street, Suite A McAllen TX 78504	INSURER A: Landmark American Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 8191253** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		LHR723985	11/10/2009	11/10/2010	Per Claim Limit: \$1,000,000 Agg. Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"Constable Precinct No. 1 Building"

CERTIFICATE HOLDER

Hidalgo County
 Purchasing Dept.
 2812 S. Business Hwy. 281
 Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

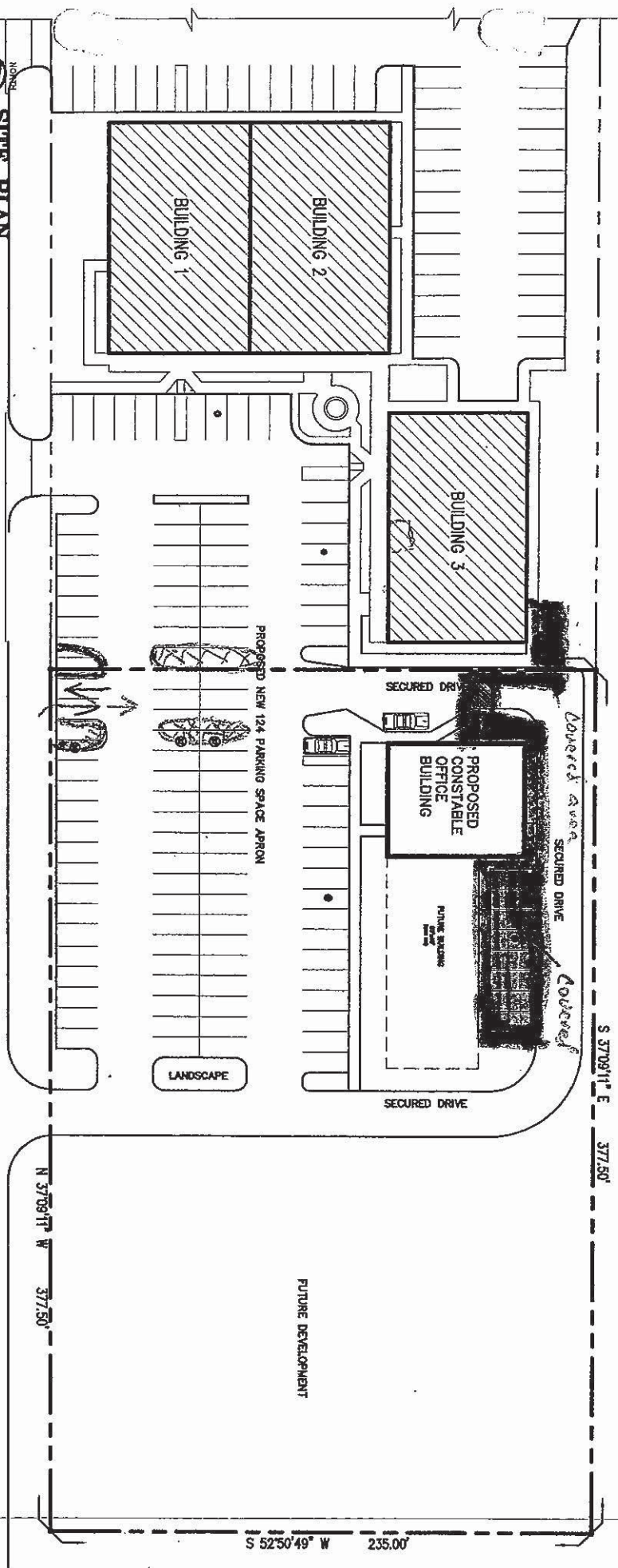
ACORD 25 (2009/09)

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SITE PLAN
SCALE: 1" = 30'0"

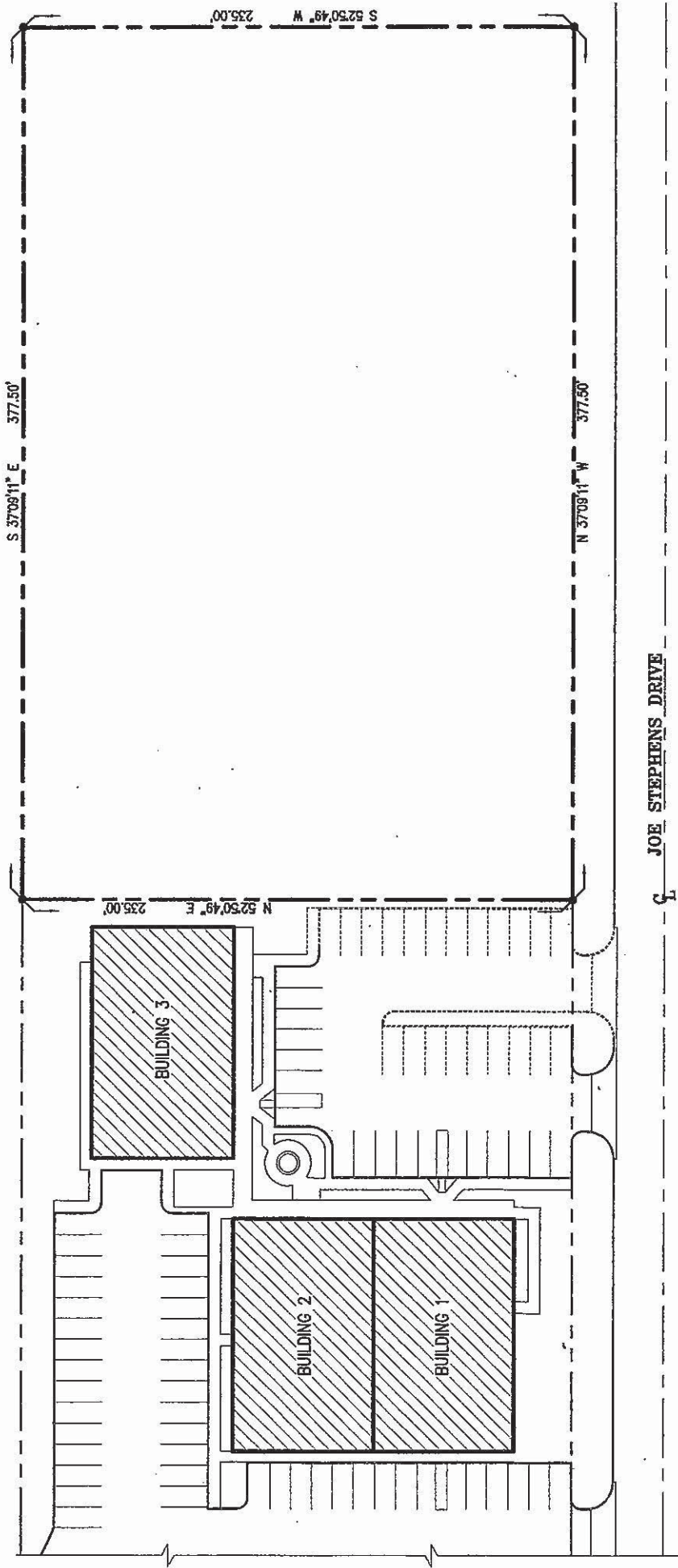
JOE STEPHENS DRIVE



S 52°50'49" W 235.00'

S 37°09'11" E 377.50'

N 37°09'11" W 377.50'



JOE STEPHENS DRIVE

NORTH

Proposed New Precinct 1, Constable's Office				
WESLACO, TEXAS				
Approximate Square Feet: 3,000 GSF				
STATEMENT OF PROBABLE CONSTRUCTION COSTS				
DATE: September 23, 2010				
SCHEDULE OF VALUES	\$/S.F.		BLDG SF	SYS.\$
GENERAL CONDITIONS	\$6.85		3,000	20,550.00
SITE WORK-BY OTHERS	\$0.00		3,000	0.00
FOUNDATION	\$8.25		3,000	24,750.00
REINFORCING STEEL	\$1.25		3,000	3,750.00
MASONRY	\$7.35		3,000	22,050.00
STRUCTURAL STEEL	\$8.25		3,000	24,750.00
ROOFING	\$7.25		3000	21,750.00
CARPENTRY	\$1.85		3,000	5,550.00
STUCCO	\$4.85		3000	14,550.00
MILLWORK/WOOD DOORS	\$4.55		3,000	13,650.00
FINISH HARDWARE	\$2.35		3,000	7,050.00
GLASS & GLAZING	\$1.85		3,000	5,550.00
EMERGENCY GENERATOR*	\$15.00		3,000	45,000.00
INTERIOR PARTITIONS	\$6.00		3,000	18,000.00
ACOUSTICAL CEILING	\$1.55		3,000	4,650.00
VCT/BASE	\$1.55		3,000	4,650.00
PAINTING	\$4.85		3,000	14,550.00
CERAMIC TILE	\$4.50		3,000	13,500.00
CHALKBOARD&TACKBD.	\$1.65		3,000	4,950.00
SPECIALTIES	\$1.45		3,000	4,350.00
DETENTION EQUIPMENT*	\$15.00		3,000	45,000.00
PLUMBING	\$10.55		3,000	31,650.00
HVA/C	\$16.25		3,000	48,750.00
ELECTRICAL	\$17.50		3,000	52,500.00
F.F.&E. (BY OWNER)	\$0.00		3,000	0.00
TOTAL	\$117.40		3,000	\$451,500.00
* Optional				
BASIC A/E FEE (7.5%)				\$33,862.50

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DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
1615 South Clossner, Suite J
Edinburg, Texas 78539

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

Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501
Phone Number: (956) 618-2007
Fax Number: (956) 618-2008

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

«Architectural Services For ~~the Design and Construction of~~ Constable Precinct No. 1 Building.
«Hidalgo County Precinct No. 1
Joe Stevens Avenue
Weslaco, Texas 78596»
«Designed and Construction of A New Constable Building»

The Owner and Architect agree as follows.

BUILDING TO BE A 3000 SQ. FT., 1-STORY STEEL FRAME & MASONRY STRUCTURE TO BE LOCATED AT

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.

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

Handwritten notes and signatures in the right margin.

Handwritten notes and signatures in the right margin.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«To be determined at a later date by mutual agreement.»

- .2 Substantial Completion date:

«To be determined at a later date by mutual agreement.»

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in Work in accordance with Section 3.6.5 and 4 .

1 ?
§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No. 3. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

~~§ 2.2 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.~~

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: Eduardo Alcocer, Project Manager"

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«\$1,000,000 (See attached Insurance Certificate)»

.2 Automobile Liability

«\$1,000,000 (See attached Insurance Certificate)»

.3 Workers' Compensation

«\$1,000,000 (See attached Insurance Certificate)»

.4 Professional Liability

«\$2,000,000/\$4,000,000 (See attached Insurance Certificate)»

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

~~§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."~~

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services identified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;

§ 3.1.7.2 Programming (in coordination with Owner);

~~§ 3.1.7.3 Civil Design;~~

~~§ 3.1.7.4 Landscape Design;~~

§ 3.1.7.5 On-Site Project Representation; *as per 4, 3, 3*

§ 3.1.7.6 Record Drawings (in coordination with Contractor)

§ 3.1.7.7 Structural Design

§ 3.1.7.8 MEP Design

~~§ 3.1.7.9~~ Architect (in coordination with Owner).

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, and comply with codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as modified by Owner and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job-site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General

Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.4.1 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007 as modified by Owner and attached hereto as Exhibit "C", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "C" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 **Warranty Phase-** The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	<i>(Architect's Basic Services)</i>	<i>Owner's office</i>

§ 4.1.2	Multiple preliminary designs	NOT PROVIDED	
§ 4.1.3	Measured drawings	"	
§ 4.1.4	Existing facilities surveys	"	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	"	
§ 4.1.6	Building information modeling	"	
§ 4.1.7	Civil engineering	OWNER	
§ 4.1.8	Landscape design	OWNER	
§ 4.1.9	Architectural Interior Design (B252™-2007)	OWNER	
§ 4.1.10	Value Analysis (B204™-2007)	NOT PROVIDED	
§ 4.1.11	Detailed cost estimating	NOT PROVIDED	
§ 4.1.12	On-site project representation	(ARCHITECT - ONLY AS PER 4.1.3.1)	
§ 4.1.13	Conformed construction documents	NOT PROVIDED	
§ 4.1.14	As-Designed Record drawings	"	
§ 4.1.15	As-Constructed Record drawings	(ARCHITECT'S BASIC SERVICES)	
§ 4.1.16	Post occupancy evaluation	(ARCHITECT'S BASIC SERVICES)	
§ 4.1.17	Facility Support Services (B210™-2007)	NOT PROVIDED	
§ 4.1.18	Tenant-related services	"	
§ 4.1.19	Coordination of Owner's consultants	"	
§ 4.1.20	Telecommunications/data design	"	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	"	
§ 4.1.22	Commissioning (B211™-2007)	"	
§ 4.1.23	Extensive environmentally responsible design	"	
§ 4.1.24	LEED® Certification (B214™-2007)	"	
§ 4.1.25	Fast-track design services	"	
§ 4.1.26	Historic Preservation (B205™-2007)	"	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	"	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~2~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~1~~ (~~1~~) visits to the site by the Architect over the duration of the Project during construction
- .3 ~~2~~ (~~2~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~2~~ (~~2~~) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~2~~ (~~2~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such

reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007; General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by medication.. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory medication of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)



§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, of the.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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.

§ 10.6 Unless otherwise required in this Agreement, 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: *an amount equal to 7.5% of the final cost of construction of the building.*
(Insert amount of, or basis for, compensation.)

~~« To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein. »~~

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

~~« To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein. »~~

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

~~« To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein. »~~

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~« »~~ (~~« »~~), or as otherwise stated below:

~~« To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein. »~~

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase/Contract	Eighteen	percent (18	%)

Admin.				
Project Close-Out/Warranty Phase	Two	percent (2	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. **NOT APPLICABLE**
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery of Instruments of Service;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » (« ») of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «zero» (\$ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid ~~thirty~~ (~~30~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

~~§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: *None*

owner to provide, and pay for:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes 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.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

1. Exhibit 'A' Article 14 and 15
2. Exhibit 'B' Certificate of Insurance
3. Exhibit 'C' - A 201

1. Civil engineering designs for parking lot (5) and sewers/water extensions to building.
2. Building materials testing services.
3. State of Texas Accessibility Plan Review
4. State of Texas Accessibility Post-construction inspections

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

OWNER

ARCHITECT

(Signature)

Rene Ramirez, County Judge

(Printed name and title)

(Signature)

GEORGE A. GARCIA, AIA, INC., ARCHITECT

(Printed name and title)

APPROVED AS TO FORM:

Atlas & Hall, LLP

ATTEST:

(Signature)

Stephen L. Crain

(Printed name and title)

(Signature)

Arturo Guajardo Jr., County Clerk

(Printed name and title)

add:

"The Texas Board

on signature page:

(PCT (Courtbook & Bldg))

*The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners address: P.O. Box 12337, Austin, TX 78711-2337, Tel.: 512-305-9000

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 03, 2010 11:51 AM
To: 'Edo'; 'Joel Quintanilla'; avilacele@yahoo.com
Cc: 'Steve Crain'; drg@atlashall.com; 'Darlene Betancourt'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Importance: High

Messrs. Garcia and Alcocer:

We are in receipt of the modifications you have requested to the County's approved AIA document for the above referenced project. We are asking that you provide the information below by no later than 5:00 p.m. on Friday, December 10, 2010. There will be an agenda item for CC meeting of 12-14-10 which will reflect options for CC to consider.

1st. Option- Acceptance and approval of AIA form of Agreement between Owner and Architect;

2nd. Option-Recommendation to cease negotiations with AGADC (as a contract draft cannot be presented) with authority to commence negotiations with the second ranked firm (as approved by CC on 8-24-10).

Hidalgo County wishes to get this project completed for Constable Precinct #1 and needs your cooperation to accomplish that task. If you require any additional information or assistance regarding this matter, please contact us immediately.

Yours truly,
Marty Salazar

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, December 01, 2010 12:16 PM
To: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, November 30, 2010 7:14 AM
To: 'Martha Salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

[Marty: Please see Deborah's comments and advise. Thanks.](#)

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Monday, November 29, 2010 5:00 PM
To: 'Steve Crain'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

This appears to be the same mark up you had provided on November 15 (e-mailed to you on November 12), and I believe you had left a message for Marty because we wanted to check information on the project, which we had not yet received..

Reviewing the proposed changes from the architect without additional input from the county:

1. Description of Project: We do not have information to confirm either that the proposed services include engineering services or the additions to the description of the building.

2. Sections 3.1.7.3 and 3.1.7.4: These services (civil design and landscape design) were deleted so that the architect is now not responsible for providing them.
3. Sections 3.1.7.5, 4.3.3 and 4.3.4: Architect wants the service included under 4.3.3, which limits the amount of the service provided, and which could result in additional fees.
4. Section 4.1: It appears the original chart was blank and was filled in by the architect. We do not have the information to confirm whether the county is receiving the services it expects.
5. Sections 11.1- 11.4: We do not have the information to confirm the compensation is correct.
6. Signature section: While not all the requested changes are clear, it appears the signature line for the architect does not match the description for the architect on the first page and should be corrected.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 29, 2010 3:42 PM
To: 'Debra L. Goetz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Deborah: Can you look at this?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:42 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Mr. Crain:

Architect has requested some changes on our standard approved AIA document between owner & architect. Please review and comment.

Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:01 PM
To: 'Martha Salazar'
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2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 1:57 PM
To: scrain@atlashall.com; drg@atlashall.com; 'Joel Quintanilla';
eduardo.gonzalez@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; avilacele@yahoo.com
Cc: 'Leticia Saenz'; 'Evangelina Garcia'; 'Darlene Betancourt'; 'rey salazar'; 'Sergio Cruz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Attachments: pct1.pdf
Importance: High

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Alcócer Garcia Associates, inc.

Eduardo Alcocer

956.607.6671

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Alcocer Garcia Associates, Inc.

1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

MEMO

DATE: 12-6-10
TO: Hidalgo County Purchasing Department
ATTN: Evangelina Garcia
PROJECT: Pct. 1 Constable's Office Bldg.
FROM: George Garcia, Architect

For your use, response to Debra Goetz comments dated 11-29-10 regarding A/E contract:

Description of Project: Project name: New Constable's Office Building. Description: A new one-story building approximately 3000 sq. ft in size to be constructed at 1902 Joe Stephens Blvd., Weslaco, Texas. Building is to have concrete foundation, steel structure, masonry walls, built-up roofing, interior finishes, air-conditioning, electrical and plumbing installations.

Scope of Architect's Basic Services (Article 3): includes structural, mechanical and electrical engineering services, as shown.

Sections 3.1.7.3 and 3.1.7.4: Civil engineering services are not included in A/E contract. The County has contracted for these services directly with an engineering firm. Landscaping design is to be included in A/E services.

Section 3.1.7.5, On-Site Project Representation: to be included in Architect's Basic Services. Section 4.3.3 and 4.3.4 to be based on above.

Section 4.1, Additional Services Chart: To be consistent with the size and needs of the project and the Architect's Basic Services, the following items should be stricken (these are part of Basic Services):

- 4.1.8, Landscape Design
- 4.1.15, As Constructed Record Drawings
- 4.1.16, Post occupancy evaluation
- 4.1.19, Coordination of Owner's Consultants

4.1.7, Civil Engineering: Should be marked 'Owner'.

All other items are not applicable to the project and should be marked 'Not Provided'.

Sections 11.1 – 11.4: A/E fee is 7.5% of final construction cost as per our proposal to County. The 1.1 multiplier for any Additional Services is a typical charge.

Signature section: the person to sign is George A. Garcia, Architect/Vice President for Alcocer Garcia Associates, Inc. Please show this on the first page and on signature page.

Other: Please include the following on the signature page:

"The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners address: P.O. Box 12337, Austin, TX 78711-2337, Tel.: 512-305-9000".

