

# INVOICE

BILL TO

**Ms. Martha Salazar, CPPB**  
**Hidalgo County Purchasing Agent**  
**2812 South Business Highway 281**  
**Edinburg, TX 78539**

**Project Description:: Hidalgo County Judicial Complex - SD**

Per AIA Document B101 - Article 11.1

**Fixed Fee = \$836,550**

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
2013-00116	Oct 16, 2013	Nov 15, 2013	13015	<b>\$167,310.00</b>

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase completed	Amount billed	% Complete	Value of completed	Amount Remaining
02 Schematic Design	100.00%	\$836,550.00	0.00%	\$0.00	20.00%	\$167,310.00	\$669,240.00
	<b>100.00%</b>	<b>\$836,550.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>20.00%</b>	<b>\$167,310.00</b>	<b>\$669,240.00</b>

**Invoice Total: \$167,310.00**

Please make payments to ERO Architects. Late payments are subject to penalty fees.

12011



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 17<sup>th</sup> day of July in the year 2013  
*(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  
3100 South Business Highway 281, Suite D  
Edinburg, Texas 78539  
(956)289-7850

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

**ERO International, L.L.P.** d/b/a **ERO Architects**  
300 S. 8<sup>th</sup> Street  
McAllen, Texas 78501  
Phone No.: 956.661.0400

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

Schematic Design Phase for the New Hidalgo County Courthouse located in Edinburg, Texas

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

Int.

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User Notes:

(1734897262)

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Fixed fee in the amount of **Eight Hundred Thirty Six Thousand, Five Hundred Fifty Dollars (\$836,550.00)**.

§ 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.)*

As mutually agreed in writing by the Owner and Architect prior to provision of any such Additional Services.

§ 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.)*

As mutually agreed in writing by the Owner and Architect prior to provision of any such Additional Services.

§ 11.4 Compensation for the Architect's consultants is included in Basic Services but in the event Owner and Architect agree in writing in advance of the provision of services by any of Architect's consultants as Additional Services, the compensation, shall be the amount invoiced to the Architect plus **zero percent (0.0%)**, or as otherwise stated below:

§ 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 (other phases are not covered by this Agreement)	One Hundred	percent (	100	%)
Design Development Phase	=Zero	percent (	0	%)
Construction Documents Phase	Zero	percent (	0	%)
Bidding or Negotiation Phase	Zero	percent (	0	%)
Construction Phase/Contract Admin.	Zero	percent (	0	%)
Project Close-Out/Warranty Phase	Zero	percent (	0	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 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.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Not applicable.

**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 in writing 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 DELETED
- .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.

**§ 11.9**

*(Paragraphs deleted)*

**INTENTIONALLY DELETED.**

**§ 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 in writing, payments for services shall be made in five equal equal monthly installments, which are intended to be in approximately proportion to services provided hereunder, of One Hundred Sixty Seven Thousand, Three Hundred Ten Dollars (\$167,310.00) each, provided that (i) the first monthly invoice therefor shall not be delivered until after Architect commences provision of services hereunder and (ii) Architect will deliver the last invoice following completion of the provision of all services hereunder. 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.)*

0 % per month

§ 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 judicial 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:

Not applicable.

Init.



PURCHASING DEPARTMENT  
County Of Hidalgo

September 4, 2013

Eli R. Ochoa, PE, AIA  
ERO Architects  
300 S. 8<sup>th</sup> Street  
McAllen, Texas 78501

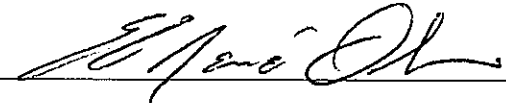
RE: C-13-122-07-17-Schematic Design Phase for the New Hidalgo County  
Courthouse located in Edinburg, Texas

**"NOTICE TO PROCEED"**

Dear Mr. Ochoa,

You are hereby notified to commence all work in accordance with the Agreement dated July 17, 2013. All work must be in accordance with the agreement approved by Hidalgo County.

Receipt of the above Notice to Proceed is hereby acknowledged by, ERO Architects, on the 6<sup>th</sup> day of Sept., 2013.

By:  Title: President & CEO

HIDALGO COUNTY



Rocio Villarreal  
Contracts Manager