



in Exhibit A are considered basic, not additional, services and will be provided by Architect to the Party in exchange for the fixed amount set forth in section 6.1.

## **2.1 Preliminary Phase**

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive from the Party and the funding agencies approval on all work.
- c. Prepare preliminary construction documents and plans for the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.
- c. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- d. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- e. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- f. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

## **2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.
- e. During the progress of actual construction, Architect will continually keep the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Review and recommend monthly and final estimates for payments to Contractor “, all of which shall be provided to Party on a timely basis, allowing the Party adequate time in accordance with Party’s regular procedures to process, approve and make any such payments in accordance with applicable contracts and law.
- i. Accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party’s dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with mylar copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.
- l. Will be responsible for interim and final inspection.
- m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

**SECTION III  
ADDITIONAL SERVICES OF THE ARCHITECT**

If authorized in writing in advance by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

**SECTION IV  
REIMBURSABLE EXPENSES**

Provided the Architect obtains the Party's prior written consent for the specific expense, the following expenses will be reimbursable hereunder:

- 4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within Hidalgo County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architects actual cost.

**SECTION V  
THE PARTY'S RESPONSIBILITIES**

**The Party will:**

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this Agreement.
- 5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI PAYMENTS TO THE ARCHITECT

The Party agrees to pay the Architect for completed services as identified by the Party:

- 6.1 The Architect shall be paid a total fixed amount of **Forty-Eight Thousand & Seventy Dollars and Zero Cents (\$48,070.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.
- 6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

## SECTION VII OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base

material for possible future projects.

## **SECTION VIII TERMINATION**

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Architect shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Architect a sum of money equal to the reasonable value of the professional architect services rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

## **SECTION IX COUNTY AND CITY OFFICIALS**

Architect agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

## **SECTION X SUCCESSORS AND ASSIGNS**

Party and Architect each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Architect shall assign or transfer any interest in this Agreement without the written consent of the other.

## **SECTION XI TIME OF PERFORMANCE**

The Architect contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## **SECTION XII LAW and VENUE**

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

## **SECTION XIII AMENDMENT**

This Agreement may be amended only by a written document executed by the parties hereto.

## **SECTION XIV COMPLIANCE WITH LOCAL LAWS**

The Architect shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Architect shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

## **SECTION XV ASSIGNABILITY**

The Architect shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Architect from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## **SECTION XVI GENERAL**

- 16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Architect agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
  - a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
  - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title

- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

- 16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises

any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

## **SECTION XVII INSURANCE**

The Architect shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollar (\$300,000.00) for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, unless the Architect is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 Professional Liability insurance in an amount of One Million Dollars (\$1,000,000.00).
- 17.6 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## **SECTION XVIII WARRANTY**

- 18.1 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

[Remainder of this page intentionally blank]



**Exhibit "A"**  
(Scope of Services)

See Attached

# MATA-GARCIA ARCHITECTS, L.L.P.

Architecture ~ Project Management ~ Interior Design

"Exhibit A"

May 24, 2013

Guadalupe V. Garcia  
UCP Coordinator II  
Urban County Program  
3304 West Alberta Road  
Edinburg, Texas 78530

## **Hidalgo County Precinct No. 4 – Parks, Recreational Facility Improvements Project Sunflower Park**

Scope of Work Outline / Fee Proposal

### **Schematic Phase:**

01. On-site programming of proposed facility; produce program in booklet format.
02. Review of program requirements with Precinct Administration and Urban County Program.
03. Produce design concepts based on program.
04. Review floor/site plan options with Precinct Administration and Urban County Program.
05. Make adjustments to selected plans based on Precinct Administration/Urban County comments.
06. Request property survey, topographical survey and soils borings from Pct. Administration
07. Coordinate placement of proposed amenities within the property.
08. Coordinate verification of on-site/off-site location of utilities and impact on project.
09. Initial meeting with civil, mechanical, electrical, plumbing and structural engineers to review logistics of selected design.

### **Design Development Phase:**

01. Finalize plans, present exterior elevations and proposed construction materials for review and comment by Precinct Administration and Urban County Program.
02. Document applicable building codes and apply to selected design. Submit proposed design concepts to local building officials for initial review and comments.
03. Meet with consultants to review initial engineering design layouts, present issues based on existing on-site/off-site conditions and coordinate work between consultants and owner- provided surveys. Coordinate with civil engineering consultant proposed finished grades, contouring of site, determine applicable codes, coordinate detention ponds with placement of facility amenities and support areas, cost estimate of civil engineering work under architects contract.
04. Structural Engineering: Determine required Design Criteria based on applicable building code. Provide recommendations on most efficient structural system/materials for project. Review architectural plan and provide locations of structural members. Provide recommendations on probable sizes of structural members. Provide recommendations/input on potential conflict areas between Architectural/MEP/Structural. Provide preliminary framing and foundation layout. Provide necessary cost data is required.
05. MEP Engineering: Calculations of energy loads, design to applicable code, recommendation of systems and fixtures, review of architectural drawings to provide recommendations on location of utility spaces, cost data for MEP systems.
06. Review with Precinct Administration and Urban County preliminary construction costs as provided by each of the consultants as compared to the project budget.

### **Construction Document Phase:**

01. Full A/E Team works on construction documents.
02. Architectural: Overall coordination of project, Specifications, Architectural Site Plans and Details, Floor Plans, Finish Schedules, ADA Compliance, Elevations, Plan Details, Roof Plan and Details, Wall Sections, Building Sections, Reflected Ceiling Plan, Flooring and Fixture Plans, Building Envelope Compliance Report.
03. Structural Engineering: Provide complete structural engineering design of proposed facilities. Provide updated progress drawings to design team for coordination. Attend periodic progress meeting with design team. Produce drawings that include General Notes, Typical Details, Foundation Plan, Framing Plan, Foundation Details and Framing Details. Produce and provide structural specifications.
04. Mechanical Engineering: Plumbing/Electrical load calculations. Equipment selection and schedules for exhaust systems for restrooms.
05. Electrical Engineering: Electrical service entrance design: Electrical distribution system design. Interior lighting and control system design. Site lighting and control system design. Circuiting of receptacles & power equipment. Schedules for panels and electrical riser diagrams.
06. Plumbing Engineering: Specification of plumbing fixtures. Domestic water system design. Sanitary sewer/vent system design. Grease waste system and interceptor design. Natural gas distribution system design. Kitchen plumbing systems design. Roof storm drainage system (if applicable). Sewer/Vent Isometrics. Energy compliance report.
07. Civil Engineering: Coordination with civil engineering consultant the design of site grading, drainage, access to public utilities, public access being done under a separate contract and coordinate connections to building amenities tie-ins under this contract.
08. Meetings are held by the A/E team with Precinct Administration and Urban County Program at the completion of 25%, 50%, 75% and 100% stages of the construction documents.
09. Meet with local building officials for final review of A/E interpretation and application of building and energy codes.
10. A final cost estimate is prepared by the A/E Team and presented to the Precinct Administration and Urban County Program for review.

### **Proposal Phase:**

01. Coordinate printing and distribution of contract documents to general/sub contractors and local/state/national document distribution agencies. (Printing of construction documents is a reimbursable.)
02. Coordination of A/E team in review of questions presented by general/sub contractors and production of addendums in response to questions posed.
03. Coordinate receipt-of/opening-of/reading-of/ranking-of general contractor's proposals for proposed facility and reviewing proposals with Precinct Administration and Urban County.
04. Preparing contract for construction.

### **Construction Phase:**

01. Weekly on-site observation of work-to-date and meeting with general/sub contractors.
02. Weekly report on construction progress.
03. Monthly Pct. No. 4 Administration and A/E Team meeting with general contractor to review construction progress to date and contractor payment request and percentage of completion versus project construction timeline.
04. Monthly update, tying project payments to project timeline, percentage of days to date to that of the overall construction timeline.
05. Structural Engineer: Provide periodic jobsite observation visits. Provide site observation reports. Attend periodic construction progress meetings. Review project shop drawings. Review and answer contractor generated RFI's. Review any change order requests. Provide construction punchlist.
06. MEP Engineer: RFI responses. Submittal reviews. Construction site visit observations shall be dispersed strategically throughout the project as follows: under slab, rough-in, above ceiling, punch list, & back punch.

07. Civil Engineer: RFI responses. Submittal reviews. Construction site visit observations shall be dispersed strategically throughout the project.

*Project Budget for Precinct No. 4 Parks, Recreational Facility Improvements Project - Sunflower Park based on \$506,000.00 budget set by Urban County Program*

Schematic Design Phase 15% of Phase One at 9.5%	\$ 7,210.50
Design Development Phase 15% of Phase One at 9.5%	\$ 7,210.50
Construction Document Phase 45% of Phase One at 9.5%	\$ 21,631.50
Bid Proposal Phase 5% of Phase One at 9.5%	\$ 2,403.50
Construction Administration 20% of Phase One at 9.5%	\$ 9,614.00
<hr/> Total A/E Fee	<hr/> \$ 48,070.00

If you have any questions, feel free to call.  
Thank you.



Hector Rene Garcia  
Architect / Partner

Enclosures:

W9  
Certificate of Debarment  
CIQ form  
Certificate of Insurance

Originals by U.S. Mail

# NOTICE TO PROCEED

Project Name: Precinct No. 4- Parks, Recreational Facility Improvements

Project Location: Sunflower Park

Project Account Number(s): 5012-94-0306-5000-9400-UCP-GVG


Wage Decision: TX130005 (Building) & TX130008 (Heavy Highway)

Approved by Hidalgo County Commissioners' Court on: April 30, 2013

This is to inform you that Mata-Garcia Architects; Engineering Firm

1314 Ivy Avenue, McAllen, TX 78501 may proceed with the engineering Address City/State

services for the above referenced project as of June 11, 2013. Date

  
\_\_\_\_\_  
Diana R. Serna, Director  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577  
(956) 787-8127

6-11-13  
\_\_\_\_\_  
Date