

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO AIA B101-2007
STANDARD FORM OF AGREEMENT
BETWEEN MATA-GARCIA ARCHITECTS, LLP AND
THE COUNTY OF HIDALGO**

**(Design and Construction of the San Carlos Community Resource Center)
C-13-072-09-03**

This **AMENDMENT** to the Agreement (as defined below) between **MATA-GARCIA ARCHITECTS, LLP** (the "Architect") and the **COUNTY OF HIDALGO, TEXAS** ("Owner"), is effective the **23rd** day of **February, 2016**, and is made between the Architect and the Owner (the "Amendment"), as follows:

WHEREAS, Architect and Owner executed that certain agreement (the "Agreement") between Architect and the Owner made as of the 3rd day of September, 2013 (C-13-072-09-03, including AIA B101-2007 Standard Form of Agreement Between Architect and Owner), in which the Architect agreed to provide professional services for a project known as the Design and Construction of the San Carlos Community Resource Center, which is located at the corner of State Highway 107 and Sunflower Road within Hidalgo County Precinct No. 4 (the "Project");

WHEREAS, due to a change in circumstances, at the request of the Owner, the Architect and Owner have agreed to modify the original scope of services to include certain landscaping, irrigation, structural, electrical, observation and coordination services to be provided by the Architect for the Owner under the Agreement with respect to the Project;

WHEREAS, the proposed modification of the services to be provided by the Architect pursuant to the Agreement has increased the fee to the Architect in the amount of Twenty Seven Thousand, Nine Hundred Dollars (\$27,900.00); and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided to address the modification;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect hereby agree as follow:

1. In Section 11.1 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (the "B101") of the Agreement, the last sentence

is deleted and the following shall be inserted in lieu thereof:

"The aggregate amount of One Hundred Twelve Thousand, Four Hundred Dollars and Zero Cents (\$112,400.00), which is the aggregate of the original amount of \$84,500 from the Architect's April 22, 2013, Letter, and the additional amount of \$27,900 from the Architect's February 19, 2016, Letter (relating to modification in the services), both of which are included herewith as part of Exhibit "E" to this Agreement."

2. The Architect acknowledges receipt of Eighty Two Thousand, Four Hundred Thirty Five Dollars and 84/100 (\$82,435.84) prior to the date hereof, which amount is the entire amount due under the Agreement, as amended hereby, through the date hereof, with Twenty Nine Thousand, Nine Hundred Sixty Four Dollars and 16/100 (\$29,964.16) remaining of the amount designated in Section 11.1 of the B101 of the Agreement, as amended hereby, which remaining amount is not yet due in accordance with the terms of the Agreement.
3. Exhibit "C" to the Agreement is amended by adding thereto the updated insurance certificate attached to this Amendment as Exhibit "C-1". References in the Agreement to Exhibit "C" shall be deemed to be to Exhibit "C" as amended hereby to include the additional certificate.
4. Exhibit "E" to the Agreement is amended by adding thereto the documents attached to this Amendment as Exhibit "E-1". References in the Agreement to Exhibit "D" shall be deemed to be to Exhibit "E" as amended hereby to include the documents attached hereto as Exhibit "E-1".
5. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

MATA-GARCIA ARCHITECTS, LLP

By: _____
Fernando Mata, Architect/Partner, AIA
Hector R. Garcia, Architect/Partner

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP**

By: _____
Stephen L. Crain

Exhibit C-1

Current Insurance Certificate (added to Exhibit C of the Agreement)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2015

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 Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: certs@fenner-esler.com	
	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Atlantic Specialty Insurance		27154
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER Master 15-16** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 OTHER:						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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPL-4930-15	12/21/2015	12/21/2016	Per Claim Limit \$2,000,000 Aggregate Limit \$4,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 So. Business Hwy. 281
Edinburg, Texas 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

Kevin Esler/MICHEL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/15

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 Greer Insurance Agency 1271 N. Stuart Place Road Harlingen, TX 78552 Phone (956)425-7776 Fax (956)425-7778		CONTACT NAME: PHONE (A/C No. Ext): (956)425-7776 FAX (A/C No.): (956)425-7778 E-MAIL ADDRESS: lisa@greerins.com	
INSURED Mata-Garcia Architects, LLP 1314 Ivy Ave. McAllen, TX 78501-956		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		46SBABI3650	04/22/2015	04/22/2016	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>		46SBABI3850	04/22/2015	04/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		46SBABI3650	04/22/2015	04/22/2016	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ 1,000,000.00 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		46WBCZU6921	04/22/2015	04/22/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

CERTIFICATE HOLDER**CANCELLATION**

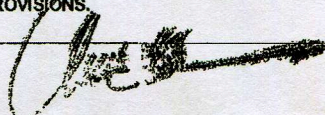
Office Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit E-1

Additional Documents that are Part of Exhibit E of the Agreement



ARCHITECTURE
PROJECT MANAGEMENT
INTERIOR DESIGN

February 19, 2016

Mr. Joseph Palacios
Hidalgo County Commissioner Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Re: Landscaping Proposal for the Contract Amendment to the San Carlos Community Resource Center and adjacent Parking Lot

Mr. Palacios:

We enclose our proposal for the landscaping / irrigation / structural / electrical / observation / coordination work for the referenced projects. The work entails the following: Coordination of consultants for referenced project, construction document phase, bidding phase and review of construction proposals, construction observation, design of landscaping – fifteen feet out from the building, on the retaining walls and the parking lot, design of an irrigation system for the landscaping, a structural system for the retaining walls and electrical lighting for the parking lot.

Mata+Garcia Architects LLP will handle the primary architectural work. We will be assisted by the following consultants: Virtual X-Lab for the Landscaping, Urban Infrastructure Group Inc. for the irrigation system and the structural elements of the retaining wall and Sigma HN Engineering for the electrical lighting of the parking lot.

Total A/E Fees for referenced work:	\$27,900.00
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If you have any questions, feel free to call.

Regards,

Hector Rene Garcia
Architect | Partner



ARCHITECTURE
 PROJECT MANAGEMENT
 INTERIOR DESIGN

February 15, 2016

Mr. Joseph Palacios
 Hidalgo County Commissioner Precinct 4
 1051 North Doolittle Road
 Edinburg, Texas 78542

Re: Landscaping Proposals for the San Carlos Community Resource Center and adjacent Parking Lot and the previously submitted Sunflower Park Entry Gate / Landscaping Proposal

Mr. Palacios:

We enclose our proposal for the landscaping / irrigation / observation / coordination work for the referenced projects. (Attachments for each firm enclosed.)

Mata+Garcia Architects LLP: Coordination of consultants for referenced project, construction document phase, bidding phase and review of construction proposals, construction observation. (Refer to attachment for breakdown and scope of services.)	\$ 9,900.00
Virtual X-Lab: Design of Landscaping for the San Carlos CRC and Parking Lot (Refer to attachment for a detailed breakdown and scope of services.)	\$ 5,500.00
Urban Infrastructure Group, Inc.: Design of an Irrigation System and Structural System for the Retaining Wall (Refer to attachment for a detailed breakdown and scope of services.)	\$10,000.00
Sigma HN Engineering: Design of Electrical Lighting for the parking lot adjacent to the San Carlos CRC. (Refer to attachment for a detailed breakdown and scope of services.)	\$ 2,500.00

Total A/E Fees for referenced work:	\$27,900.00
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We also enclose the work previously done for the design and specifications of the landscaping for the Sunflower Park project, along with the design of an entry gate. The invoice for this work is enclosed.

If you have any questions, feel free to call.

Regards,

Hector Rene Garcia
 Architect | Partner



ARCHITECTURE
 PROJECT MANAGEMENT
 INTERIOR DESIGN

February 15, 2016

Mr. Joseph Palacios
 Hidalgo County Commissioner Precinct 4
 1051 North Doolittle Road
 Edinburg, Texas 78542

Re: Landscaping Proposals for the San Carlos Community Resource Center and adjacent Parking Lot and the previously submitted Sunflower Park Entry Gate / Landscaping Proposal

Mr. Palacios:

This proposal is for our firm's coordination of the landscaping / retaining wall / irrigation / electrical lighting consultants on the referenced projects.

Coordination: during design & construction documents coordinate the multiple design teams, facilitate and leading coordination sessions, coordinate work with civil engineer, develop bid package for the construction of the work, conduct the bidding and evaluation process, make recommendation of contractor for contract approval.	\$ 6,000.00
On-site observation and coordination: Hold weekly on-site meetings led by construction manager, review and approve technical submittals, weekly reports and contractor applications for payment and architect's monthly on-site progress meetings.	\$ 3,900.00
Total fee:	\$ 9,900.00

If you have any questions, feel free to call.

Regards,

Hector Rene Garcia
 Architect | Partner

Proposal



VIRTUAL X-LAB

Attention:	Mr. Hector R. Garcia	Project Title:	San Carlos CRC - Landscape Design
Title:	Architect	Project Description:	Native/Adapted Landscaping
Phone Number:	956.631.1945	Project Number:	VXL201601
Address:	1314 Ivy Ave.	Terms:	1. Final approval of concept plan concludes design phase. 2. Payment due in full within ten days upon receipt of invoice
City, State Zip Code:	McAllen, TX 78501		
Date:	2/8/16		

SERVICE DESCRIPTION

QUANTITY UNIT PRICE TOTAL

Design Phase

1. Pre-design (plant schemes)			
2. Conceptual site plan (plant selections, retaining wall design and layout)			
3. 3D modeling	1	\$3,100.00	\$3,100.00
4. Artistic perspective rendering of approved design (PDF and 11x17 print)			
5. Coordination with Irrigation designer and Ag-Extension			
6. Eight (8) meetings			

Alternate 01

Landscaping at Parking lot and along Sunflower road up to the gates	1	\$1,000.00	\$1,000.00
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Deliverables

1. Construction Plans (Two (2) printed sets and PDF)	1	\$1,400.00	\$1,400.00
2. CAD file for use by irrigation designer			
3. Specifications			

ADDITIONAL COSTS

Meeting requested by Client (Per One Hour Meeting)	0	\$75.00	0
Revisions to Design after final approval of concept (Per Hour)	0	\$50.00	0

SUBTOTAL \$5,500.00

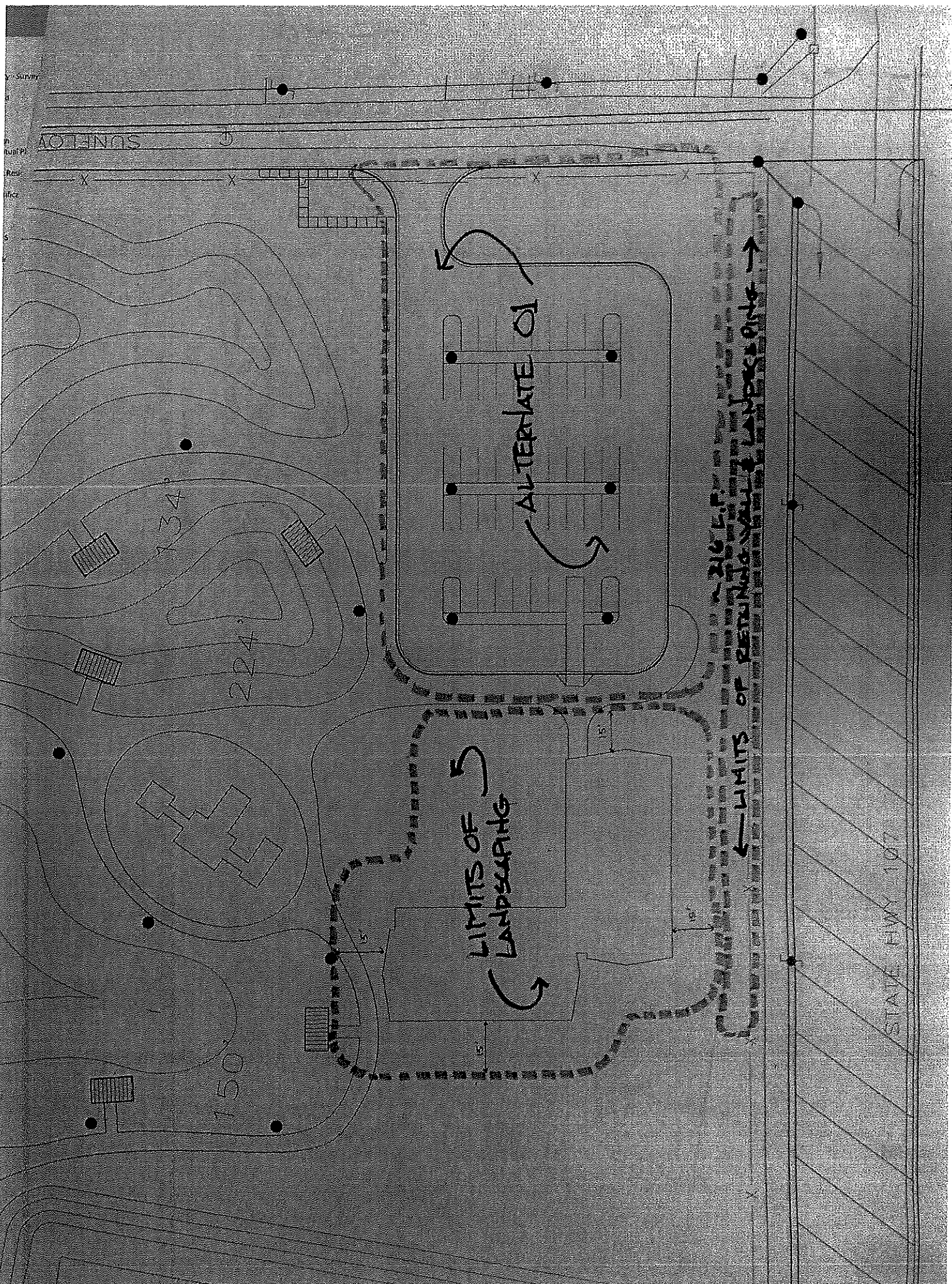
TAX 0% \$0.00

TOTAL \$5,500.00

Sincerely,

Mario Garza Jr.
Virtual X-Lab
956.457.9134

If terms and scope are satisfactory please sign and date _____ Date: _____



SUNFLOY

STATE HWY 107

ALTERNATE CI

LIMITS OF LANDSCAPING

LIMITS OF RETURNING VEHICLE LANDSCAPING

334

224

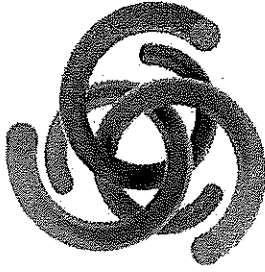
150

15'

15'

5'

Y-SUNNY
RUBI PI
REAR
OFFICE



URBAN
INFRASTRUCTURE
GROUP, INC.

February 15, 2016

Mr. Hector Garcia, AIA
Mata-Garcia Architects, LLP
1314 Ivy Avenew
McAllen, Texas 78501

Re: Engineering Services
San Carlos Community Center

Dear Hector,

We truly appreciate you considering Urban Infrastructure Group, Inc. (ENGINEER) for this project. This proposal is for assisting Mata-Garcia Architects (CLIENT) with the design of an irrigation system and retaining wall for the San Carlos Community Center (PROJECT), in Hidalgo County, Texas.

This proposal conveys our understanding of the scope of the PROJECT, the services we are providing, and our fee to provide these services.

1.0 Project Basis

Below are our assumptions and general understanding of the Project:

- A. The PROJECT is located at 230 N. 86th Street in Edinburg, Texas.
- B. Urban Infrastructure Group, Inc. will be working as a sub-consultant to Mata-Garcia Architects on the PROJECT
- C. Cost to obtain a geotechnical report is not included in this proposal.

2.0 Scope of Work

The work will include designing a new irrigation system and a retaining wall structure for the San Carlos Community Center. ENGINEER will perform field surveying of the PROJECT site as a basis for design of both the irrigation system and the retaining wall. Work for the survey will include the following:

- Existing structures within project area,
- Existing paving and concrete work,
- Existing water meter and piping,
- Elevations,

A survey sealed by an RPLS will not be provided. ENGINEER will support CLIENT as required during the review processes with Hidalgo County for the proposed improvements. Assistance will include representing the CLIENT at meetings to present the plans as required, and addressing county review comments to complete construction documentation in accordance with Hidalgo County requirements.

2.1 Task No. 1 – Irrigation System

This Task will include a site evaluation, design, and preparation of construction plans and technical specifications for the proposed irrigation system. The irrigation plan will include a site plan depicting the existing structures, existing utilities, proposed irrigation layout with pipe size and type, proposed nozzle locations with size and type, details and standard specifications.

ENGINEER will provide to the CLIENT an estimate of probable construction costs of the proposed improvements.

2.2 Task 2 – Retaining Wall

This task includes the design of the proposed retaining wall structure. The retaining wall plan will include a site plan depicting the existing structures, proposed retaining wall, site grading plan with elevations, dimensioning, details and standard specifications for concrete work.

ENGINEER will provide to the CLIENT an estimate of probable construction costs of the proposed improvements.

3.0 Schedule

Work can begin immediately. If time is of the essence CLIENT will provide a schedule.

4.0 Compensation

Work will be performed on a lump sum basis at costs shown below. All work will be billed on a monthly basis. The budget for each PROJECT task is identified below:

Task No. 1 – Irrigation System	\$6,500
Task No. 2 – Retaining Wall	\$3,500
Contract Price	\$10,000

The budget will not be exceeded without prior written approval from the CLIENT.

4.1 Reimbursable Expenses

Reimbursable expenses are not included in the Contract Price above. Reimbursable expenses include but are not limited to photo copies, large format printing, faxes, travel expenses etc. Cost of Reimbursable expenses are listed in Attachment A UIG Fee Schedule.

5.0 Additional Services

It is recognized that certain elements within the scope of work cannot be accurately predetermined or controlled entirely by UIG. Such work will be performed as Additional Services. Work included as additional services includes the following:

- Changes in scope of work after receiving initial directions from the CLIENT.
- Assist the CLIENT in protracted disputes or negotiations with governmental authorities or other interested parties.
- Assist the CLIENT as an expert witness in any litigation with third parties arising from the development of the PROJECT.
- Construction Phase Services/project site representation.


Out of scope and additional services will be reimbursable per hour based on the attached fee schedule Attachment A, plus expenses. Expenses for out of scope and additional services will include direct expenses incurred by UIG, plus 10%. Such expenses will include subcontractors, additional service requests, reproduction costs, vehicle mileage, postage and delivery, etc., as required to complete the PROJECT. Out of Scope services and additional services will only be performed with written approval from CLIENT.

This Agreement is subject to the General Provisions found in Attachment B. CLIENT will be invoiced on a monthly basis for work completed.

Mata-Garcia Architects
San Carlos Community Center
February 15, 2016
Page 4 of 6

If this proposal is acceptable, please sign below and return a copy for our files. If you have any questions or concerns please feel free to call me at 956-464-4710. We look forward to working with you on this project.

Sincerely,
Urban Infrastructure Group, Inc.



Craig A. Gonzalez, P.E.
Principal

Acceptance of Proposal:

Name, Title

Signature Date

ATTACHMENT A
UIG Fee Schedule

Professional Services

Principal	\$ 150.00/hour
Senior Consultant	\$ 160.00/hour
Project Manager/Project Engineer	\$ 120.00/hour
Assistant Engineer II	\$ 95.00/hour
Assistant Engineer I	\$ 85.00/hour
Designer	\$85.00/hour
Engineering Technician	\$ 65.00/hour
Secretary	\$ 40.00/hour

Reimbursables

8.5x11 Copies (black and white)	\$ 0.10/copy
8.5x11 Color Prints/Copies	\$ 0.50/copy
11x17 Copies (black and white)	\$ 0.20/copy
11x17 Color Prints/Copies	\$ 1.00/copy
24" x 36" Bond Plots	\$ 4.00/sheet
24" x 36" Vellum Plots	\$ 5.00/sheet
24" x 36" Mylar Plots	\$ 12.00/sheet
UIG/personnel vehicle mileage.....	max allowed by IRS

ATTACHMENT B GENERAL PROVISIONS

TERMINATION

Either party may terminate this Agreement upon giving a verbal notification followed by written notice to the other party within three (3) days. In the event of termination, UIG shall deliver to the CLIENT one (1) reproducible copy of all finished documents, CADD files, models, reports, etc. prepared by the UIG and paid by the CLIENT under this Agreement. Additional copies of these materials shall be made available to CLIENT upon CLIENT compensating UIG for time and expenses required to produce same. UIG shall receive just and equitable compensation for any work performed in accordance with the provisions of this Agreement prior to termination notice.

MISCELLANEOUS

CONTROLLING LAW - This Agreement is to be governed by the law of Hidalgo County, Texas and venue for any suit in conjunction with this Agreement shall be in the District Courts of Hidalgo County, Texas.

DISPUTE RESOLUTION - All claims, disputes or other matters between the CLIENT and UIG, made during or after providing consulting services, shall be first submitted to non-binding mediation.

ARBITRATION - If the CLIENT and UIG fail to reach agreement among themselves or through non-binding mediation, all claims, disputes, and other matters in question arising out of, or thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association.

Limitation of Liability

UIG's liability to the CLIENT for any cause or combination of causes is, in the aggregate limited to any amount not to exceed the fee earned under this Agreement.

Disclaimer of Warranty

UIG makes no representation or warranty with respect to information, reports, or results provided by others to UIG. UIG makes no warranty, express or implied.

PROPOSAL

TO: Hector Garcia , AIA
Mata-Garcia Architects, LLP
1314 Ivy Ave, McAllen TX 78501

DATE: February 11, 2016

FROM: José Antonio Nicanor, PE, LEED AP
Sigma HN Engineers, PLLC
701 S 15th St.
McAllen, TX 78501

SUBJECT: Parking Lot Lighting for Hidalgo
County Pct. 4
Sunflower Park
San Carlos, TX

I am pleased to provide this proposal for engineering services at Sunflower Park, San Carlos, TX. I understand the general site improvements consist of parking lot lighting. The parking lot will be for the Sunflower Park and Community Resource Building. To perform the engineering as described in the Scope of Services, we propose the following lump sum fee:

Electrical Engineering Design	\$ 2,500
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If you find this proposal acceptable, please indicate so by signing the authorization below. We appreciate the opportunity to be of service to you. Should you have any questions, feel free to contact me at 956-533-8103.

Authorization to Proceed with Scope/Fee listed:

Signature Date

Print Name

SCOPE OF SERVICES

I. ELECTRICAL

- Electrical service site visit survey
- Engineer's estimate of probable cost
- Review of contractor value engineering (if required)
- Design of lighting circuits
- Parking lot lighting (approximately 45 parking spaces)
- Lighting control design
- Voltage drop calculations
- Surge suppression specification

II. CONSTRUCTION ADMINISTRATION

- Pre-Bid Meeting
- Pre-Construction Meeting
- Product Submittal Reviews
- Monthly Construction Meetings
- Payment Application Reviews
- RFI Responses
- Field Observations for General Conformance to Plans and Specifications
- Close out document review

III. PROFESSIONAL FEE

- Engineering Services: **\$2,500 Lump Sum.**
- The fee quoted above has been estimated and set to meet the specific requirements for the MEP Systems Design for the above-mentioned project. The Fee is subject to increase if the scope is modified from the original scope description. Any fee increase for additional services will be discussed and mutually agreed upon before commencing any work beyond the basic lump sum fee.
- In recognition of the relative risks and benefits of the Project to both the Client and SIGMA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, shall not exceed the total compensation received by SIGMA under this Agreement. Higher limits of liability may be negotiated for additional fee.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mata+Garcia Architects LLP
 McAllen, TX United States

Certificate Number:
 2016-16477

Date Filed:
 02/22/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo Precinct No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C130720903

Design of landscaping, retaining walls, irrigation lines, structural elements, electrical lighting and on-site observations as contract amendments to the San Carlos Community Resource Center project.

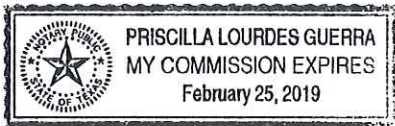
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Hector Rene Garcia, this the 22 day of Feb, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Priscilla I Guerra Notary Public

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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