

INVOICE FOR PROFESSIONAL SERVICES

December 20, 2017

Hidalgo County PCT#4

Hidalgo County Precinct 4

JAN 11 2017

1051 N. Doolittle Rd.

Edinburg, Texas 78542

Edinburg, TX 78542

Project: 1341701/ C-17-184-06-27/ Hidalgo County Precinct 4 Memorial Park Phase I

Invoice No. 002

Billing Period: August 4, 2017 thru December 20, 2017

Purchase Order No.:	765626
Vendor:	442747
Req:	00346743

Basis of Compensation:	Lump Sum
Total Compensation:	\$80,000.00

Pavilion Renovations		Percentage Amount	Contract Amount	Percentage Completed	Amount Earned
A	Schematic Design Phase	10%	\$8,000.00	10%	\$8,000.00
B	Design Development Phase	0%	\$0.00	0%	\$0.00
C	Construction Documents Phase	60%	\$48,000.00	60%	\$48,000.00
D	Bidding Phase	10%	\$8,000.00	0%	\$8,000.00
E	Construction Phase/ Contract Admin.	20%	\$16,000.00	0%	\$0.00

TOTAL	100%	\$80,000.00		\$64,000.00
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TOTAL FEE EARNED TO DATE:	\$64,000.00
LESS PREVIOUS PAYMENTS:	\$56,000.00
AMOUNT DUE THIS REQUEST FOR PAYMENT:	\$ 8,000.00

Please make check payable to:

The Warren Group Architects, Inc.
 1801 S. 2nd Street, Suite 330, McAllen, Texas 78503

in the amount of \$8,000.00



Purchase Order COUNTY OF HIDALGO

PO# 765626

DATE: 07/25/17

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 442747

REQ: 00346743

PHONE: (956)994-1900

Fax: (956)994-1962

EMAIL: adrina@twgarch.com

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

NASSRI-WARREN GROUP ARCHITECTS, INC.
THE WARREN GROUP ARCHITECTS, INC.
1801 S. 2ND STREET, SUITE 330
MCALLEN TX 78503

CONTACT: VLopez (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: C-17-184-06-27

SPECIAL INSTRUCTIONS: INSURANCES IN COMPLIANCE - Pct. # 840

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	LOT	DO NOT DUPLICATE ORDER C-17-184-06-27 For: Memorial Park Phase 1 CC "Design and Construction of Memorial Park Phase 1" for Hidalgo County Precinct 4 (located at 107 Highway and Sunflower Road, Edinburg, Texas 78539 <div style="text-align: right;">TOTAL:</div> REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 ***** For Hidalgo County use only 7-1345-452-00-124-132-0-740 80,000.00	80,000.00	80,000.00

Authorized by: Martha L Salazar

C-17-184-06-27

Pct # 840
Req # 346 743
PD 765626

 **AIA** Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of June in the year 2017
(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
100 East Cano, 2nd Floor
Edinburg, Texas 78539
(956) 318-2600

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

Nassri-Warren Group Architects, Inc., a Texas corporation
1801 South 2nd Street, Ste. 330
McAllen, Texas 78503
(955) 994-1900

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

The Design and Construction of Memorial Park Ph. I for Hidalgo County Precinct 4,
located at 107 Highway and Sunflower Road, Edinburg, Texas 78539.

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.

V # 442747

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TABLE OF ARTICLES

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- 7 COPYRIGHTS AND LICENSES
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- 13 SCOPE OF THE AGREEMENT

EXHIBIT A ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE AIA DOCUMENT B101-2007

EXHIBIT B AIA DOCUMENT A201-2007, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AS REVISED

EXHIBIT C INSURANCE CERTIFICATE

EXHIBIT D SCOPE OF WORK AND RATE SCHEDULE

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(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.)

Initial information is set forth in the scope of work attached hereto as Exhibit D.

§ 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 written agreement

.2 Substantial Completion date:

To be determined at a later date by mutual written 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 the Work in accordance with Section 3.6.5 and 4.

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User Notes:

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§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Hidalgo County, Texas.

§ 1.5 The Architect acknowledges that it also does business as "The Warren Group Architects, Inc.", including in documentation submitted to the Owner such as the statement of qualifications and proposal for this Project. The Architect represents and warrants that (i) its legal name is Nassri-Warren Group Architects, Inc.; (ii) it is a Texas corporation; (iii) it is one and the same entity as "The Warren Group Architects, Inc."; (iii) that all agreements, certificates and other documents under or in such name are binding on the Architect, and the Owner may rely on them, to the same extent as if the same were in Architect's legal name; and (iv) that it has all power and authority necessary to enter into this Agreement and other documents under either name.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 INTENTIONALLY DELETED.

§ 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: Laura N. Warren, AIA, Principal.

§ 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 confidentiality of information specifically designated as 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 may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

§ 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 the attached Insurance Certificate)
- .2 Automobile Liability
\$1,000,000 (See the attached Insurance Certificate)
- .3 Workers' Compensation
\$1,000,000 (See the attached Insurance Certificate)
- .4 Professional Liability
\$1,000,000/\$2,000,000 (See the attached Insurance Certificate)

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§ 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.

§ 2.6.4 The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

§ 2.6.5 Architect acknowledges and agrees that the Owner may, but is not obligated, to use an engineer as a construction manager for the construction of this Project. In the event Owner uses a construction manager, which may be an engineering firm, to provide construction management services for this Project, Architect shall coordinate with Owner and the construction manager regarding the provision of Architect's services hereunder and the provision of the construction manager's services for the Project.

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 As set forth in section 2.4.1 above, 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 **DELETED**
- § 3.1.7.4 Landscape Design;
- § 3.1.7.5 On-Site Project Representation;
- § 3.1.7.6 Record Drawings (in coordination with Contractor);
- § 3.1.7.7 Structural Design;
- § 3.1.7.8 Electrical and Planning Design; and
- § 3.1.7.9 Fast-track design services.

§ 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 and comply with laws, 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.

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