

SERVICES SCHEDULE
for
Webb County Purchasing Department
Renovations to Fairgrounds Facility
Laredo, Texas, 78040

EXHIBIT "A" TO CLIENT-ARCHITECT AGREEMENT
dated: 07.30.2024

SERVICES PROVIDED BY THE ARCHITECT

Services listed below are provided by the Architect.

I. PRE-DESIGN SERVICES

- Field measuring / Measured Drawings
- Field observation – architectural, electrical, mechanical, plumbing
- Coordination with Civil
- Coordination with JHS Architects
- Ordinance/Code Evaluation
- Develop project design schedule.

II. DESIGN SERVICES

- Schematic Design - The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program for the Work for approval by the Client prior to proceeding with subsequent phases of the work.
The documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual / preliminary building plans, and exterior elevations studies. The Architect will coordinate with the structural consultants to provide a preliminary structural and MEP systems. At the Architect's option, the Schematic Design Documents may also include sections, study models, electronic modeling, or combinations of these media.
 - Preliminary site plan, floor plans, exterior elevations
 - Preliminary building code and zoning review
 - Preliminary opinion of probable construction cost
 - Preliminary structural concept
 - Preliminary site utility concept
- Design Development - The Architect shall provide Design Development Documents illustrating and describing the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections, elevations, and typical details.
 - Refined floor plans, and exterior elevations.
 - Preliminary mechanical, electrical, plumbing systems
 - Outline specifications
 - Revised opinion of probable construction cost
 - Interior design plans and elevations, selection of finishes and colors.
- Construction Documents - The Architect shall provide Construction Documents setting forth the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish the selection, composition, and quality levels of materials and systems required for the Project.

Projects will be packaged for bidding in the following separate Sets of Construction Documents:

- Life Pavilion Additions and Renovations
- Fairground Restaurant and Exterior Restroom Renovations

III. PERMITTING SERVICES

- Plan submission TDLR for review for compliance with TAS (Texas Accessibility Standards).
- International Energy Conservation Code calculations
- Respond to questions pertaining the construction documents.

IV. CONTRACT PROCUREMENT SERVICES

- Issue addenda to construction documents,
- Respond to questions regarding intent or clarification of the contract documents where necessary,
- Analyze alternates and substitutions,
- Participate in bid/proposal evaluations,
- The Architect shall consider requests for substitutions, if permitted by the Bidding or Proposal Documents, and shall prepare and distribute addenda identifying acceptable substitutions to all prospective bidders/proposers.

V. CONTRACT ADMINISTRATION SERVICES

GENERAL ADMINISTRATION

- Observe the project to become familiar with progress of the work,
- The Architect shall provide administration of the Contract between the Client and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this document. 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.
- The Architect's responsibility to provide the Contract Administration Services commences with the award of the initial Contract for Construction and terminates at the issuance to the Client of the final Certificate for Payment.
- The Architect shall be a representative of and shall advise and consult with the Client during the provision of Contract Administration Services. The Architect shall have authority to act on behalf of the Client only to the extent provided in this Agreement unless otherwise modified by written amendment.
- Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Client and Architect.
- The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings and/or Specifications in need of clarification and the nature of the clarification requested.
- If deemed appropriate by the Architect, the Architect shall on the Client's behalf prepare, reproduce and distribute supplemental Drawings and/or Specifications in response to requests for information by the Contractor.
- The Architect shall interpret and decide matters concerning the performance of the Client and Contractor under the requirements of the Contract Documents on written request of either the Client or Contractor. The Architect's response to such requests shall be made in writing with reasonable promptness.
- 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 Client and Contractor and shall not show partiality to either. The Architect shall not be liable for the results of interpretations or decisions so rendered in good faith.

- The Architect shall render initial decisions on claims, disputes, or other matters in question between the Client and Contractor as provided in the Contract Documents.
- During the Architect's performance of Contract Administration Services, the Architect shall review the project from time to time and may recommend design changes, additions, or corrections. Changes and additions approved by the Client and corrections as necessary shall be added to the work by Change Order. A contingency fund, in an amount established by the Client in consultation with the Architect, shall be provided by the Client to be used for such changes, additions, and corrections.

SITE VISITS/ CONSTRUCTION SITE MEETINGS

- The Architect, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations,
 - To become generally familiar with and to keep the Client informed about the progress and quality of the portion of the Work completed,
 - To endeavor to guard the Client against defects and deficiencies in the Work, and
 - To determine in general if the Work 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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
- The Architect shall attend routine construction progress meetings with the Contractor at the construction site. The Architect shall conduct such meetings, record minutes of the meetings' activities, and distribute minutes to the Client and Contractor.
- The Architect shall attend other special site meetings when required for review of mock-ups, pre-construction conferences, and the like.
- The Architect shall report to the Client known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- The Client shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
- The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have the authority to require inspection or testing of the Work, whether such Work is fabricated, installed or completed. 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.
- The Architect is not responsible for general coordination and phasing of the project or construction sequences.

CERTIFICATION OF PAYMENTS TO CONTRACTOR

- The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Client, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the

Architect's knowledge, information and belief, 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.

- The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

SUBMITTAL REVIEW

- The Architect shall review and take 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 reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.
- If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

ADMINISTRATION OF CHANGES IN THE WORK

- The Architect shall prepare Change Orders and/or Construction Change Directives for the Client'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 by issuing an Architect's Supplemental Instruction (ASI).
- The Architect shall review properly prepared, timely requests by the Client or Contractor for Changes in the Work, including adjustments to the Contract Sum and/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 ASI and recommend to the Client that the requested change be denied. If the Architect determines that implementation of the requested change 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 Client, who may authorize a Change Order to be prepared.
- The Architect will review and take appropriate action on the Contractor's proposed substitution of materials or products, where such substitutions are permitted by the Contract Documents.

SUBSTANTIAL AND FINAL COMPLETION REVIEW

- The Architect shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by

the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- The Architect's Substantial Completion review shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to prepare a list of items to be corrected or completed. The Architect shall distribute copies of the list of items to be corrected or completed to the Client and Contractor.
- When the Work is found to be substantially complete, the Architect shall inform the Client about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work. When the Architect receives the Contractor's final application for payment, indicating the Final Completion of the Work, the Architect shall conduct a Final Completion inspection. The Architect's Final Completion inspection shall be conducted to determine the Contractor's satisfactory completion of the list of items to be corrected or completed. When the work is found to be finally complete, the Architect shall certify and forward to the Client the Contractor's final application for payment.
- The Architect shall receive from the Contractor and forward to the Client: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Client against liens.
- Special Inspections Coordination (as required by the County and the Building Codes)

VI. GENERAL PROJECT ADMINISTRATION SERVICES

- The Architect shall manage the Architect's services, consult with the Client, research applicable design criteria, and communicate with members of the Project team. The Architect shall coordinate the services provided by the Architect with those services provided by the Client and the Client's consultants.
- The Architect shall make presentations to explain the design of the Project to representatives of the Client. The Architect shall attend meetings periodically with the Client to review the status of the Project and as needed to provide the Architect's services. The Architect shall be entitled to rely on approvals from the Client at such meetings/presentations in the further development of the design.
 - Should the Architect be required to attend more than six (6) total such meetings/presentations (as of the date of this agreement), exclusive of periodic construction progress meetings with the Contractor which the Client may also attend, such attendance shall be provided by the Architect as a Change in Services.
- The Architect shall arrange and attend a preliminary plan review conference with City/County officials to confirm the general conformance of the design of the Project to applicable City/County codes and other regulations.
- The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for approval of the Project for accessibility by the disabled by the Texas Department of Licensing and Regulation (TDLR), including forwarding of documents to a TDLR-licensed Reviewer, and reviewing and responding to Reviewer comments, if any.
- Should the Architect be required to (1) make substantive revisions to the Drawings and/or Specifications as a result of revisions required by the TDLR Reviewer which were not reasonably anticipatable by the Architect, (2) apply for variance/s based on TDLR Reviewer comments not reasonably anticipatable by the Architect or necessitated by Client mandated Project design components, or (3) provide services related to Reviewer comments from a post-construction inspection, such services shall be provided by the Architect as a Change in Services.
- In connection with the Client's and/or Client's Contractor's responsibility for submitting documents required for City building permitting, the Architect shall respond to questions or comments by City officials related to the Architect's scope of services.

VII. SPECIAL SERVICES (hourly or fee to be determined)

- Furnishings, Fixtures, and Equipment (FF&E) Selection & Bid Package
- Perspective rendering and/or 3D Computer Imaging (Optional Fee)

- Based on the approved design of the project, we will prepare a three-dimensional representations of the project to the level of detail we deem appropriate for the final rendering(s), including colors, materials, and texture.
- Post Construction Accessibility Review
- Evaluations of the Cost of the Work

VIII. INFORMATION / SERVICES PROVIDED BY THE CLIENT

Items below are provided by the Client and/or Client's Consultants;

- Geotechnical Soils Study
- Hazardous Materials/ Environmental Surveys
- Civil Engineering design services.
- Topographic and Improvement Survey (including but not limited to, metes and bounds, zoning, platting, utilities, topography, easements, encroachments, existing construction and vegetation)
- As-Built Plans of existing facility
- Programming, including special equipment locations, heat loads, plumbing and electrical criteria and requirements.

IX. SERVICES EXCLUDED

Items below are excluded from this contract and not anticipated to be needed at this time;

- Furniture/ Fixtures/ Equipment (FF&E)
- Hazardous materials/ environmental studies
- Geotechnical soils studies
- Topographic/improvement surveys
- Post-Contract Evaluations
- Acoustic Design & Engineering
- Specialty Lighting Design Consultant
- Assist in contract preparation (Optional service)
- Acoustical Engineering design
- Assistance in Value Engineering (analyze alternate design concepts, materials, and methods)
- Any other items not specifically listed in this agreement.

**SAN ANTONIO****LAREDO**

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Exhibit "B"

SLAY ARCHITECTURE

2022 Hourly Rates

Principal.....	\$225.00
Sr. Project Manager.....	\$200.00
Project Manager.....	\$175.00
Project Architect	\$175.00
Interior Designer	\$150.00
Project Coordinator III.....	\$125.00
Project Coordinator II.....	\$105.00
Project Coordinator I.....	\$95.00
Technical / Drafting	\$80.00
Administration / Clerical	\$65.00
Mileage	GSA Federal Rate in Effect
Reimbursable Expenses	cost + 15%

The specific hourly rate within each classification listed above is dependent on the experience and qualifications of the personnel needed for the project. Individual billing rates will fall within the range outlined above and will be rounded off to the nearest five dollar amount.

Standard Hourly Rates are adjusted from time to time in accordance with the normal salary review practices of the firm. The current rates in effect at any time are available upon request.