



**NOTICE OF WORKSHOP
OF THE WESLACO CITY COMMISSION
TUESDAY, JULY 1, 2025**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Workshop in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, July 1, 2025 at 4:00 PM for the purpose of discussing the following items:

NOTE: If during the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Roll Call.

II. NEW BUSINESS

- A. Discussion and presentation on Boys & Girls Club. (Staffed by Parks & Recreation Department.) Attachment.
- B. Discussion and presentation regarding demolition orders for unoccupied buildings as dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens. (Staffed by Planning and Code Enforcement.) Attachment.
- C. Discussion and presentation on TX Onion Statue. (Staffed by Weslaco Chamber.) Attachment.
- D. Discussion and presentation on the preliminary engineering report for Traffic Control Improvements at the Intersection of Vo-Tech Drive & East Pike Boulevard. (Staffed by Engineering Department.)

III. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty

(a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.

(b) An offense under Subsection (a) is a Class C misdemeanor.

§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability

- (a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:
 - (1) commits an offense; and
 - (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

NOTE: Any documentation related to the following items will be maintained as part of the certified agenda.

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the Assistant City Managers for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Legal Consultation – Discussion relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025, as authorized by Section §551.071 of the Texas Government Code.
- C. Legal Consultation – Consultation with the Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter as authorized by Section §551.071(2) of the Texas Government Code.
- D. Real Property - Discussion regarding the sale, purchase, exchange, lease or value of state-owned property being the northeast and southwest jughandles located along IH 2 and FM 1015 (International Blvd.) in Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- E. Real Property - Discussion regarding the purchase, exchange, lease or value of real property for the City of Weslaco landfill located in Alton, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- F. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project No Socks 2.0 as authorized by Section §551.087 of the Texas Government Code.

IV. **ADJOURNMENT**

I hereby certify this **Notice of a Workshop of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general

public during and after regular working hours. This notice was posted on this 27th day of June 2025 on or before 4:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

If any accommodation for a disability is required, please notify the City Secretary Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

Removed from Bulletin Board

Date:

Initials:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIEDHANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: July 1, 2025		Agenda Item No. (to be assigned by CSO): 2025-680	
From:			
Subject: Certification of Public Notice.			
Background: The Mayor will call to order and certify the public notice of the workshop meeting. The City Secretary will call roll to reflect attendees only and not intended for the purpose of establishing a quorum.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 1, 2025		Agenda Item No. (to be assigned by CSO): 2025-729	
From:			
Subject: Discussion and presentation on Boys & Girls Club. (Staffed by Parks & Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Xavier Salinas		Created	
City Manager Comments: Presentation for information-sharing and discussion and no formal votes or decisions will be made.			
Staff Recommendation:			
Attachments, if any: 24006 25 0508 Weslaco BGC PCC Report, development & Construction Agreement between City of Weslaco and the boys and girls club of weslaco inc. for facility 2-24-2025, Budget, Fully executed AIA Document GOERO dba ERO Architects re City of Weslaco Boys & Girls Club Expansion			
Responsibilities upon Approval:			

Cost of the Work Estimate

City of Weslaco

Boys & Girls Club

ERO Architects



Boys & Girls Club

Project No. 24006

Designed By:

Octavio Cantu, AIA

Prepared By: Maritza Cardenas

Preparation Date: Thursday, May 8, 2025

Effective Date of Pricing: Thursday, May 8, 2025

Est Construction Time: 360 Days

DISCLAIMER

We wish to inform you that because of the uncertainty in the construction industry, resulting from the effects of the COVID-19 pandemic, ERO Architects cannot and does not warrant or represent that bids or negotiated prices will not vary from the City of Weslaco budget for the Cost of the Work (CW), or from any Probable Costs of Construction (PCC) of the CW, or evaluation, prepared or agreed to by ERO Architects. It is acknowledged that ERO Architects has no control over market conditions, in general nor those resulting from COVID-19 responses, that affect; the availability of either contractors, sub-contractors, suppliers or vendors, the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, or negotiating conditions.

For further clarification, Cost of the Work (CW), is defined as the total cost to City of Weslaco to construct all elements of the projects designed or specified by ERO Architects, and includes contractors' general conditions costs, overhead and profit. The CW also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by City of Weslaco. The CW does not include the compensation of ERO Architects, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of City of Weslaco.

CLARIFICATIONS & EXCLUSIONS

1. This Probable Cost of Construction (PCC) report is based on the 30% Construction Documents.
2. PCC Report is based on today's pricing available through RS Means and local pricing from contractors, sub-contractors, suppliers and vendors.
3. PCC Report includes a 10% drop-off on all items unless otherwise noted.
4. It is the ERO's opinion that the anticipated (PCC) in this report should be escalated through 50% of the anticipated construction period once the construction schedule is determined.
ERO is also including a suggested Estimated Budget representing a 2% per month Escalation Factor that Contractors are experiencing in the current Market.
5. PCC Report includes the following contingencies:
 - a. Design Contingency of 3%.
 - b. Owner Contingency of 3%.
6. PCC report does not include fixtures, furniture and equipment (FFE) similar but not limited to:
 - a. Desks and chairs.
 - b. Computers.
7. PCC Report does not include any utility deposits or inspection fees.
8. PCC Report does not include any costs associated with inspections or specialty inspectors of any kind. Owner will provide all required inspections and certified inspectors required in association with permits provided by TCEQ, TPDES and all other governing agencies that may be applicable to this project.
9. PCC Report does not include the cost of relocation or moving expenses.
10. PCC Report does not include materials testing, which shall be paid for and provided by the Owner and will be coordinated with the Contractor.
11. PCC Report does not include hazardous material surveys, abatement, handling and/or removal of any of any environmentally hazardous material encountered, removal or replacement of any unsuitable subsurface materials during the course of the work.
12. PCC Report does not include the cost of any site improvements, except those assumed.
13. PCC Report does not include any soft costs.
14. PCC Report only includes the cost of the building.
15. The following detailed prices are derived from projects in the Rio Grande Valley, TX.

SUMMARY INFORMATION - NEW CONSTRUCTION

AREA INFORMATION

New Addition	Interior	Porches	Totals
LEVEL 1	12,160	0	12,160
	12,160	0	12,160 SF

COST ESTIMATE LEVEL I SUMMARY

System	Sub-Total	\$/SF	%
A. SUBSTRUCTURE	\$218,430	\$17.96	6.79%
B. SHELL	\$887,833	\$73.01	27.62%
C. INTERIORS	\$367,769	\$30.24	11.44%
D. SERVICES	\$992,530	\$81.62	30.87%
E. EQUIPMENT & FURNISHINGS	\$38,077	\$3.13	1.18%
F. SPECIAL CONSTRUCTION & DEMOLITION	\$132,000	\$10.86	4.11%
G. BUILDING SITEWORK	\$30,345	\$2.50	0.94%
	\$2,666,983	\$219.32	82.96%
H. CONTRACTOR FEES & CONTINGENCIES	\$547,768	\$45.05	17.04%
J. Total Building Cost Estimate	\$3,214,751	\$264.37	100.00%

OWNER PROVIDED FFE

VALUE MANAGEMENT STRATEGIES

Line Number	Description	Quantity	Unit	Unit Cost	Sub-Total	Total
A. SUBSTRUCTURE		12,160	SF	\$17.96		\$218,430
A10	Standard Foundation			\$17.96	\$218,430	
A10200000000a	Excavation for building pad foundations, remove 24" to 5ft outside of building line, includes a 10 miles cycle haul-off	901	CY	\$8.00	\$7,206	
A10200000000b	Compacted select fill for building pad, includes a 20 miles cycle haul, sheepsfoot rollover, 8" lifts	1,801	CY	\$16.00	\$28,824	
A10301204520	Slab on grade, 5" thick, reinforced	12,160	SF	\$15.00	\$182,400	
B. SHELL		12,160	SF	\$73.01		\$887,833
B10	Superstructure			\$25.80	\$313,750	
	Pre-Engineered metal building	12,160	SF	\$25.00	\$304,000	
	Steel Columns - HSS, entry canopy	0.0	TON	\$6,500.00	\$0	
	Steel Beams - Wshape, entry canopy	0.0	TON	\$6,500.00	\$0	
	Misc. steel, @ 12% of total steel, used for bracing, closure angles, loose lintels, connections, entry canopy.	1.5	TON	\$6,500.00	\$9,750	
B20	Exterior Closure			\$17.52	\$213,052	
B20100000000c	4" Brick Veneer , sheeting and insulation	-	SF	\$24.10	\$0	
	Metal Panel with insulation	9,214	SF	\$10.00	\$92,140	
B20202201401	Aluminum Storefront, glazing panel insulating, 1"non-impact, clear	300	SF	\$34.77	\$10,431	
	Translutcent glazing panels	376	SF	\$80.00		
B20302200000a	Door, Aluminum & Glass, Double Door 6'-0" x 7'-0"	4	Ea.	\$10,618.28	\$42,473	
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0"	1	Ea.	\$3,828.43	\$3,828	
B20302203700	Door, steel 18 gauge, hollow metal, 2 doors with frame, no label, 6'-0" x 7'-0" opening	6	Ea.	\$7,182.73	\$43,096	
	OH Doors	1	Ea.	\$3,083.47	\$3,083	
B20300000000a	Door Hardware Accessories	12	Ea.	\$1,500.00	\$18,000	
B30	Roofing			\$29.69	\$361,030	
	Standing Seam Metal Roof	12,160	SF	\$29.69	\$361,030	

Line Number	Description	Quantity	Unit	Unit Cost	Sub-Total	Total
C. INTERIORS		12,160	SF	\$30.24		\$367,769
C10	Interior Construction			\$14.39	\$174,947	
C10101265080	3 5/8" metal stud partition, includes gyp (one side), insulation, & scaffolding	3,724	SF	\$3.39	\$12,624	
C10101265500	6" metal stud partition, includes gyp (one side), insulation, & scaffolding	5,620	SF	\$5.19	\$29,168	
C10101265070	3 5/8" metal stud partition, includes gyp (both side), insulation, & scaffolding	4,928	SF	\$4.55	\$22,422	
C10101265400	6" metal stud partition, includes gyp (both side), insulation, & scaffolding	3,540	SF	\$6.50	\$23,010	
C10100000000a	Glazed openings, hollow metal frames, includes tempered glass	170	SF	\$59.34	\$10,088	
C10201221820	Wood door/metal frame, hollow core/flush, 3'-0" x 7'-0" opening, no label	12	Ea	\$1,225.69	\$14,708	
C10201221980	Wood door/metal frame, hollow core/flush, 6'-0" x 7'-0" opening, no label.	3	Ea	\$1,880.56	\$5,642	
C10000000000	Counter Shutter	1	EA	\$4,406.18	\$4,406	
C10200000000b	Door Hardware Accessories	15	Ea	\$1,500.00	\$22,500	
	Toilet Partitions, cubicles, floor & ceiling anchored.	5	Ea	\$1,998.88	\$9,994	
C10301101430	Urinal screens, wall hung, plastic laminate.	1	Ea	\$479.03	\$479	
C10307100130	Paper towel dispenser, flush mounted, waste receptacle	4	Ea	\$649.24	\$2,597	
C10307100150	Grab bar sets	3	Ea	\$135.76	\$407	
C10307100170	Lavatory Mirror	6	Ea	\$143.86	\$863	
C10307100190	Roll tissue dispenser, surface mounted	6	Ea	\$126.82	\$761	
C10300000000a	Clothes hooks	6	Ea	\$31.15	\$187	
C10300000000b	Soap dispenser, wall mounted	6	Ea	\$90.33	\$542	
C10300000000c	Casework, upper/lower cabinets	24	LF	\$432.00	\$10,368	
C10300000000d	Fabricated Desk Millwork	22	LF	\$190.00	\$4,180	
C30	Interior Finishes			\$15.86	\$192,822	
C3010	Wall Finishes				\$14,620	
C30102301940	Ceramic tile, thinset	1,000	SF	\$6.97	\$6,970	
C30102300080	Painting interior on plaster and drywall, brushwork, primer & 2 coats	9,000	S.F.	\$0.85	\$7,650	
C3020	Floor Finishes				\$129,997	
C30204101600	VCT	3,700	SF	\$3.36	\$12,432	
C30204101000.a	Static Dissipative Tile	90	SF	\$10.50	\$945	
	Sports Flooring	7,000	SF	\$15.00	\$105,000	
C30204101740	Floor Mosaic Tile, porcelain.	410	SF	\$11.85	\$4,859	
C30204101740	Quarry Tile	360	SF	\$17.46	\$6,286	
C30100000000a	Concrete Floor Sealer	400	SF	\$1.19	\$476	
C3030	Ceiling Finishes				\$48,205	
C30301105700	Gypsum board ceilings, 5/8" fire rated gypsum board, painted and textured finish, 1-5/8" metal stud furring, 24" OC support	410	SF	\$3.38	\$1,386	
C30302106100	Acoustic ceilings, 3/4" fiberglass board, 24" x 24" tile, tee grid, suspended support	3,600	SF	\$11.58	\$41,688	
C30302106100a	Acoustic ceilings, 3/4" fiberglass board, 24" x 24" tile, tee grid, suspended support, Kitchen Zone	360	SF	\$11.78	\$4,241	
C30300000000b	Exposed structure, spray painted	1,000	SF	\$0.89	\$890	

Line Number	Description	Quantity	Unit	Unit Cost	Sub-Total	Total
D. SERVICES		12,160	SF	\$81.62		\$992,530
D20	Plumbing			\$9.66	\$139,840	
D2010	Plumbing	1	EA	\$139,840.00	\$139,840	
D30	HVAC			\$16.08	\$457,360	
D2010	HVAC	1	EA	\$457,360.00	\$457,360	
D40	Fire Protection			\$5.30	\$54,850	
D2010	Fire Protection	1	EA	\$54,850.00	\$54,850	
D50	Electrical			\$28.65	\$340,480	
D2010	Electrical	1	EA	\$340,480.00	\$340,480	
	Communications	0	EA	\$16,422.00	\$0	
	Safety and Security	0	EA	\$46,305.00	\$0	
E. EQUIPMENT & FURNISHINGS		12,160	SF	\$3.13		\$38,077
E10	Equipment			\$3.13	\$38,077	
E10906100110	Basketball Goals - motorized	2	EA	\$7,500.00	\$15,000	
E10906100110	Basketball Goals	4	EA	\$3,275.00	\$13,100	
E10906100170	Scoreboards	0	EA	\$1,487.00	\$2,974	
E10906100130	Bleachers (manual)	50	EA	\$140.06	\$7,003	
F. SPECIAL CONSTRUCTION & DEMOLITION		12,160	SF	\$10.86		\$132,000
F10	Special Construction			\$10.86	\$132,000	
	General Material Drop-off and waste, 10%	1	LS	\$100,000.00	\$100,000	
	Playground Relocation	1	LS	\$32,000.00	\$32,000	
	Demolition	0	LS	\$30,000.00	\$0	
G. BUILDING SITEWORK		12,160	SF	\$2.50		\$30,345
G10	Site Preparation			\$0.35	\$2,395	
A1010	Clear and grub	0.50	Acre	\$4,789.24	\$2,395	
G20	Site Improvements			\$9.73	\$18,700	
	Concrete Sidewalk	2,860	SF	\$5.00	\$14,300	
	Wheel Stops	0	EA	250.00	\$0	
	Parking Striping	0	LF	1.40	\$0	
	Asphalt	0	SF	12.00	\$0	
	Construction Entrance	1	LS	1,200.00	\$1,200	
	Erosion Control	1	LS	2,800.00	\$2,800	
	ADA Ramps	1	EA	400.00	\$400	
G30	Civil / Mechanical Utilities			\$0.76	\$9,250	
	Water Service	1	LS	6,750.00	\$6,750	
	Backfloe Preventor	1	LS	5,000.00	\$5,000	
	Sewer Extension and Service	1	LS	4,250.00	\$4,250	
G50	Civil Contingency			\$0.00	\$0	
		0%			\$0	

Line Number	Description	Quantity	Unit	Unit Cost	Sub-Total	Total
LEVEL I - SYSTEMS SUB-TOTAL		12,160	SF	\$219.32		\$2,666,983
H. Contractor Fees & Contingencies		12,160	SF	\$45.05		\$547,768
H10	Contractor Fees (in Series)			\$30.08	\$365,801	
	General Conditions			8.00%	\$213,359	\$2,880,341
	Bonds			1.00%	\$28,803	\$2,909,145
	Overhead & Fee			4.25%	\$123,639	\$3,032,784
H20	Contingencies on "Fee" total above			\$14.96	\$181,967	
	Design Contingency			3.00%	\$90,984	
	Owner Contingency			3.00%	\$90,984	
J. Total Cost of Work Estimate		12,160	SF	\$264.37		\$3,214,751
* Refer to Escalated Total Building Cost Estimate						
*This suggested Estimated Budget represents a 2% per month escalation Factor.						\$4,451,734.42

ALTERNATES						\$158,129
ALTERNATE #1	ENTRY CANOPY					
B10	Superstructure			\$2.94	\$35,750	
	Steel Columns - HSS, entry canopy	1.5	TON	\$6,500.00	\$9,750	
	Steal Beams - Wshape, entry canopy	4.0	TON	\$6,500.00	\$26,000	
ALTERNATE #2	BRICK					
B20	Exterior Closure			\$0.71	\$8,629	
B20100000000c	4" Brick Veneer , sheeting and insulation	612	SF	\$14.10	\$8,629	
ALTERNATE #3	DEMO GAZEBO					
F10	Special Construction			\$2.47	\$30,000	
	Demolition	1	LS	\$30,000.00	\$30,000	
ALTERNATE #4	SITE					
G20	Site Improvements			\$9.73	\$83,750	
	Wheel Stops	12	EA	250.00	\$3,000	
	Parking Striping	250	LF	1.40	\$350	
	Asphalt	6,700	SF	12.00	\$80,400	

**DEVELOPMENT & CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF WESLACO AND THE BOYS & GIRLS CLUB OF
WESLACO, INC. FOR FACILITY EXPANSION**

This Agreement ("Agreement") is made and entered into by and between the City of Weslaco, a municipality in the State of Texas ("CITY"), and the Boys & Girls Club of Weslaco, Inc., a nonprofit organization ("CLUB"), collectively referred to as the "Parties," as of the effective date set forth below.

WHEREAS, the CITY is the owner of real property and improvements located at 300 North Airport Drive, Suite A, within the Mayor Pablo Pena City Park, known as the Boys & Girls Club building ("Premises"); and

WHEREAS, the CITY leases the Premises to the CLUB for the sole purpose of providing recreational services for the youth of the City of Weslaco; and

WHEREAS, the CLUB proposes to expand the existing facilities through the construction of an additional stand-alone building at the same location, providing 12,000 square feet of space for administrative offices, a dedicated teen center, a gymnasium, and space for social support and family programs, including site development such as landscaping, parking, egress/ingress, and drainage ("PROJECT"); and

WHEREAS, the CLUB has secured funding for the PROJECT through federal allocations, grants, and donations, including a HUD grant in the amount of \$1,700,000; and

WHEREAS, all improvements made to or furnished by the CLUB on the Premises shall become the property of the CITY upon completion; and

WHEREAS, the CITY will procure and contract all necessary professional services, construction, furniture, furnishings, and equipment for the PROJECT in accordance with local, state, and federal procurement laws and requirements; and

WHEREAS, the CLUB agrees to reimburse the CITY for all expenses incurred in connection with the PROJECT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows:

1. Purpose and Scope of Work

The purpose of this Agreement is to set forth the terms and conditions under which the CITY and the CLUB will collaborate on the design, procurement, and construction of the PROJECT.

2. Ownership of Improvements

All improvements made to or furnished by the CLUB on the Premises, including the new stand-alone building and associated site development, shall become the property of the CITY upon completion.

3. Procurement, Contracting and Project Management

The CITY will procure and contract for all professional services, construction, furniture, furnishings, and equipment necessary for the PROJECT in compliance with grant requirements, local code, state and federal procurement requirements. The CLUB agrees that the CITY will have the authority to manage the project management including the procurement, design, and construction and oversight of the project.

4. Reimbursement of Expenses

The CLUB agrees to reimburse the CITY for all expenses incurred in connection with the PROJECT, including design, procurement, and construction costs. The CITY shall submit monthly invoices to the CLUB, and the CLUB agrees to remit payment within thirty (30) days of receipt. In the event the CLUB doesn't reimburse the CITY after an invoice has been submitted, the CITY has the right to stop work on the project until the CLUB submits the reimbursement for the costs invoiced. If the CLUB fails to reimburse the CITY within 90 days, this agreement is automatically terminated the CLUB shall be obligated to pay all costs and penalties incurred for the termination of this Agreement and project.

5. Budget and Phases of the Project

The CITY and CLUB shall mutually agree on the PROJECT budget and approve the completion of the following phases:

- **Design Phase:** Architectural and engineering services for the preparation of construction documents.
- **Procurement Phase:** Bidding and negotiation of construction services.
- **Construction Phase:** Actual construction of the PROJECT.

6. Architect Selection and Services

The CITY and CLUB have selected GOERO International, dba ERO Architecture ("ARCHITECT"), through a request for qualifications selection process, to provide architectural design services for the PROJECT. The ARCHITECT has completed the initial phase of work, including a program and site analysis, and has estimated the Owner's budget for the Cost of the Work to be \$2,652,862.

7. Architect's Compensation

The ARCHITECT's compensation for Basic Services shall be calculated on a percentage basis of 7.5% of the Owner's budget for the Cost of the Work. The estimated fee for Basic Services is \$198,964.65. Supplemental and Additional Services shall be compensated at the invoiced amount plus a 10% markup. ARCHITECT's compensation shall be disbursed based on the proportion of services completed, as follows:

- **Construction Documents Phase:** 75%
- **Procurement Phase (Bidding & Negotiation):** 5%
- **Construction Administration:** 20%

8. Payment for Architect and Project Costs

The CITY shall submit monthly invoices to the CLUB for expenses incurred during the

PROJECT. The CLUB agrees to remit payment to the CITY within thirty (30) days of receipt of such invoices.

9. Miscellaneous Provisions

- a. **Amendments:** Any amendments to this Agreement must be made in writing and signed by both Parties.
- b. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- c. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, agreements, or understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

CITY OF WESLACO

By: [Signature]
Adrian Gonzalez, Mayor
Date: 2/4/25 wec

Attest: [Signature]
Norma A. Cantu, City Secretary
Date: 2/4/25

Approved as to form: [Signature] Benjamin Pore B.C.
Benjamin Castillo, Interim City Attorney
Date: 2/4/25

BOYS & GIRLS CLUB OF WESLACO, INC.

By: [Signature]
Mary Gallardo Lopez, Chief Professional Officer
Date: 2/24/2025

Boys & Girls Club of Weslaco Expansion

\$2,652,862.00	Estimated Construction Cost
\$ 198,964.65	7.5% Architects Fee
\$ 149,223.49	75% Construction Document Development
\$ 9,948.23	5% Bid & Negotiation
\$ 39,792.93	20% Construction Administration
<u>\$2,851,826.65</u>	Total Estimated Project Costs

Funding Sources:

\$1,700,000.00	HUD Grant
\$ 250,000.00	City Manager recommended support
\$1,950,000.00	Total Funding
\$ (901,826.65)	over/(short)

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of Decemberr in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Weslaco, Texas
255 S. Kansas Ave.
Weslaco, TX 78596-6285
Telephone: 956-968-3151

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

GOERO International, LLC dba ERO Architects
P.O. Box 720428
McAllen, Texas 78504
Telephone: 956-661-0400
Facsimile: 956-661-0401

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

City of Weslaco Boys and Girls Club Expansion
300 N. Airport Dr., Suite B
Weslaco, Texas 78596

The Owner and Architect agree as follows.

City of Weslaco is proposing to expand the current facilities by adding an additional stand-alone building at the same location. This expansion project will provide an additional 12,000 square feet, allowing for administrative offices, a dedicated teen center, a gym, and space for social support and family programs, plus site development including landscape, parking, egress/ingress, and drainage.

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.

Init.

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User Notes:

(2035565668)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Two Million Six Hundred Fifty-Two Thousand Eight Hundred Sixty-Two Dollars and Zero Cents (\$2,652,862.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

Init.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposal

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Martin Garza, City Manager
255 S. Kansas Ave
Weslaco, Texas 78596
Telephone: 956-968-3151
Email: mgarza@weslacotx.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Omar Rodriguez, Director of Parks & Recreation – Project Manager
255 S. Kansas Ave.
Weslaco, Texas 78596
Telephone: 956-968-3151
Email: orodriguez@weslacotx.gov

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

Init.

.2 Topographic, Boundary and Utility Survey:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

FF&E

TBD

Commissioning

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

ERO Architects

P.O. Box 720428

McAllen, Texas 78504

Telephone: 956-661-0400

Email: goero.com

Brian Godinez

bgodinez@goero.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Chanin Structural Engineering

400 W. Nolana Ave, H2

McAllen, TX 78504

Miguel Chanin, PE

miguel@chaninengineering.com

956-655-4672

.2 MEP:

Trinity MEP Engineering

3533 E Moreland Drive

Weslaco, TX 78596

Leo Munoz, PE

leo@trinitymep.com

956-532-4165

.3 Specifications Consultant:

Jordan Consultants, LLC

P.O. Box 7825

Houston, Texas 77270

Telephone: (713) 366-0320

Email: jpjordan@jordanconsultants.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

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.1 Landscape Design
TBD

.2 Civil Engineer:
Melden & Hunt, Inc.
Mario Reyna, PE
115 West McIntyre
Edinburg, TX 78541
Telephone: 956-381-0981
Email: mario@meldenandhunt.com

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The identified Architect shall be the prime design professional for the Project.

§ 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.

§ 2.5 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive

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liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and noncontributory. The limits of liability for such insurance shall be in at least the following amounts:

(Paragraphs deleted)

§ 2.5.1 Workers' Compensation

- | | | |
|----|-----------------------|---|
| .1 | State: | Statutory Benefits |
| .2 | Employer's Liability: | \$1,000,000 per accident
\$1,000,000 disease, policy limit
\$1,000,000 disease, each employee |

§ 2.5.2 Commercial General Liability with policy limits of not less than ____ (\$ ____)

- | | | |
|----|--|--|
| .1 | Each occurrence: | \$ ____ each occurrence
\$ ____ aggregate |
| .2 | Medical Expense (per person) | \$ ____ each occurrence |
| .3 | Products & Completed Operations: | \$ ____ aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) |
| .4 | Personal & Advertising Injury | \$ ____ aggregate |
| .5 | Must include explosion, collapse, and underground (X, C, and U) coverage | |
| .6 | Must include Completed Operations coverage | |
| .7 | Must Include Contractual Liability Coverage | |
| .8 | Must Include General Aggregate Per Project Endorsement. | |

§ 2.5.3 Contractual Liability:

- | | |
|----|--|
| .1 | Property Damage shall be included in Commercial General Liability Coverage |
| .2 | Insurance sufficient to cover Architect's contractual indemnities. |

§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):

Combined single limit policy in the amount of at least \$1,000,000.

- | | |
|----|---------------------------------------|
| .1 | Bodily Injury (per person) \$ _____ |
| .2 | Bodily Injury (per accident) \$ _____ |

Init.

.3 Property Damage \$ _____

§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:

\$ 1,000,000.00 per occurrence

\$ 2,000,000.00 per aggregate

Deductibles or self-insured retention amounts shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million.

- .1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than ____ (\$).

{Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence}.

§ 2.5.6 Umbrella Excess Liability coverages shall be:

.1 \$ _____ each occurrence

.2 \$ _____ aggregate

.3 \$ _____ aggregate Per Project Endorsement

§ 2.5.7 Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner .
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
 - .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
 - .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 - .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
 - .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to the Architect:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
 - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner .
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and Article 4 and include usual and customary .

§ 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall comply with applicable design requirements imposed by those authorities and entities.

§ 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.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 Excluded from Basic Services and this Agreement.

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Excluded from Basic Services and this Agreement.

(Paragraphs deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including all state and federal accessibility standards.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding or Purchasing

§ 3.5.2.1 Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding or competitively purchasing the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect 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 or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed 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. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations to the Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations 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 recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 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 suppliers and other data requested by the Owner 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted

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to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With consent of the Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of ten months of Substantial Completion and upon request of the Owner prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services.. The Architect shall not be entitled to additional compensation for services listed below unless otherwise indicated, or if such services are not required for this Project

or approved by the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect - Supplemental Service
§ 4.1.1.9 Landscape design	Architect - Included in Supplemental Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	Included in Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	Included in Basic Services
§ 4.1.1.14 Conformed documents for construction	Included in Basic Services
§ 4.1.1.15 As-designed record drawings	Included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services
§ 4.1.1.22 Detention, Safety and Security Service	Architect - Supplemental Service
(Row deleted)	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	Included in Basic Services
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Included in Basic Services
§ 4.1.1.30 Other Supplemental Services	

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§ 4.1.1.31 Geotechnical Report	Owner
§ 4.1.1.32 Topography Survey	Owner
§ 4.1.1.33 Document Reproduction (SEE §11.8.1.12)	Architect -Reimbursed
§ 4.1.1.34 TDLR / ADA (SEE §11.8.1.12)	Architect-Reimbursed
§ 4.1.1.35 Food Service Consultant	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

- .1 Programming
- .2 Geotechnical Engineering
- .3 Topographic, Boundary and Utility Survey
- .4 FF&E
- .5 Commissioning

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .12 Services necessitated by a construction defect for which the Architect is not responsible, whether resulting in adjustment or change to the Architect's Instruments of Service.

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User Notes:

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(Paragraphs deleted)

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One a week (1/week) visits to the site by the Architect during construction
- .3 Two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) observations for any portion of the Work to determine final completion.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish and update the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to the commencement of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

Init.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Mandatory and exclusive venue and forum for any dispute resolution arising out of this Agreement shall be in the state district courts for Hidalgo County, Texas. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven and Five Tenths (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

TBD

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

TBD

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Rows deleted)

Construction Documents Phase	Seventy-Five	percent (	75	%)
Billing & Negotiation Phase	Five	percent (	5	%)
Construction Administration Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

Employee or Category	Rate (\$0.00)
(Row deleted)	
ERO Architects	\$275.00/hr
Principal	\$250.00/hr
Licensed Professional	\$250.00/hr
Project Manager	\$250.00/hr
Planning Manager	\$225.00/hr
Production Manager	\$185.00/hr
Architectural Associate	\$175.00/hr
Production Contract Administrator	\$165.00/hr
Graphic Designer	\$135.00/hr
Copy Writer	\$90.00/hr
Clerical	\$75.00/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

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- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after the Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .1

§ 11.8.2 For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect's consultants.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Prevailing Interest in Hidalgo County %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 OWNER ACKNOWLEDGES AND AGREES THIS AGREEMENT SHALL NOT SUBJECT THE ARCHITECT'S INDIVIDUAL OWNERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES TO ANY INDIVIDUAL, PERSONAL LEGAL EXPOSURE. OWNER ACKNOWLEDGES AND AGREES ITS SOLE AND EXCLUSIVE REMEDY, THAT ANY CLAIM, DEMAND, OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST THE ARCHITECT, A TEXAS LIMITED LIABILITY COMPANY, AND NOT AGAINST ANY OF THE ARCHITECT'S OWNERS, MEMBERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Adrian Gonzalez Mayor
City of Weslaco

(Printed name and title)

ARCHITECT (Signature)

Brian Godinez CEO

(Printed name, title, and license number, if required)

**SIGN
HERE**

- See attached Signature Page-

Init.

Signatures Page

Brian Godinez, CEO

Digitally signed by Brian Godinez,
CEO
DN: C=US,
E=bgodinez@goero.com, O=ERO
Architects, CN="Brian Godinez,
CEO"
Date: 2025.02.26 19:42:42-06'00'

Init.

/

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:55:03 CT on 02/26/2025.

PAGE 1

AGREEMENT made as of the day of Decemberr in the year 2024

...

City of Weslaco, Texas
255 S. Kansas Ave.
Weslaco, TX 78596-6285
Telephone: 956-968-3151

...

GOERO International, LLC dba ERO Architects
P.O. Box 720428
McAllen, Texas 78504
Telephone: 956-661-0400
Facsimile: 956-661-0401

...

City of Weslaco Boys and Girls Club Expansion
300 N. Airport Dr., Suite B
Weslaco, Texas 78596

The Owner and Architect agree as follows.

City of Weslaco is proposing to expand the current facilities by adding an additional stand-alone building at the same location. This expansion project will provide an additional 12,000 square feet, allowing for administrative offices, a dedicated teen center, a gym, and space for social support and family programs, plus site development including landscape, parking, egress/ingress, and drainage.

PAGE 2

TBD

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TBD

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Two Million Six Hundred Fifty-Two Thousand Eight Hundred Sixty-Two Dollars and Zero Cents (\$2,652,862.00)

...

PAGE 3 TBD

TBD

...

TBD

...

TBD

...

Competitive Sealed Proposal

...

N/A

...

Martin Garza, City Manager
255 S. Kansas Ave
Weslaco, Texas 78596
Telephone: 956-968-3151
Email: mgarza@weslacotx.gov

...

Omar Rodriguez, Director of Parks & Recreation – Project Manager
255 S. Kansas Ave.
Weslaco, Texas 78596
Telephone: 956-968-3151
Email: orodriguez@weslacotx.gov

...

PAGE 4 TBD

2. ~~Civil Engineer:~~ Topographic, Boundary and Utility Survey:

TBD

...

(List any other consultants and contractors retained by the Owner.)

FF&E
TBD
Commissioning
TBD

...

ERO Architects
P.O. Box 720428
McAllen, Texas 78504
Telephone: 956-661-0400
Email: goero.com
Brian Godinez
bgodinez@goero.com

...

Chanin Structural Engineering
400 W. Nolana Ave, H2
McAllen, TX 78504
Miguel Chanin, PE
miguel@chaninengineering.com
956-655-4672

.2 Mechanical Engineer: MEP:

Trinity MEP Engineering
3533 E Moreland Drive
Weslaco, TX 78596
Leo Munoz, PE
leo@trinitymep.com
956-532-4165

.3 Electrical Engineer: Specifications Consultant:

Jordan Consultants, LLC
P.O. Box 7825
Houston, Texas 77270
Telephone: (713) 366-0320
Email: jpjordan@jordanconsultants.com

PAGE 5

.1 Landscape Design
TBD

.2 Civil Engineer:
Melden & Hunt, Inc.
Mario Reyna, PE
115 West McIntyre
Edinburg, TX 78541
Telephone: 956-381-0981
Email: mario@meldenandhunt.com

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. ~~The circumstances (the "Standard of Care").~~ he Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to identified Architect shall be the prime design professional for the Project.

...

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and noncontributory. The limits of liability for such insurance shall be in at least the following amounts:

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.5.1 Workers' Compensation

.1	State:	Statutory Benefits
.2	Employer's Liability:	\$1,000,000 per accident
		\$1,000,000 disease, policy limit
		\$1,000,000 disease, each employee

§ 2.5.2 Commercial General Liability with policy limits of not less than (\$)

.1	Each occurrence:	\$ each occurrence
		\$ aggregate
.2	Medical Expense (per person)	\$ each occurrence
.3	Products & Completed Operations:	\$ aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)
.4	Personal & Advertising Injury	\$ aggregate
.5	Must include explosion, collapse, and underground (X, C, and U) coverage	
.6	Must include Completed Operations coverage	
.7	Must Include Contractual Liability Coverage	
.8	Must Include General Aggregate Per Project Endorsement.	

§ 2.5.3 Contractual Liability:

.1	Property Damage shall be included in Commercial General Liability Coverage
.2	Insurance sufficient to cover Architect's contractual indemnities.

§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):

Combined single limit policy in the amount of at least \$1,000,000.

.1	Bodily Injury (per person) \$
----	-------------------------------

.2 Bodily Injury (per accident) \$

.3 Property Damage \$

§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:

\$ 1,000,000.00 per occurrence

\$ 2,000,000.00 per aggregate

Deductibles or self-insured retention amounts shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million.

.1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than (\$).

{Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence}.

§ 2.5.6 Umbrella Excess Liability coverages shall be:

.1 \$ each occurrence

.2 \$ aggregate

.3 \$ aggregate Per Project Endorsement

§ 2.5.7 Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner .

.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
- .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
- .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 Obtain from each other person with whom it contracts, and provide to the Architect:
- .1 A certificate of coverage, prior to the other person beginning work on the Project; and
- .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner .
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

~~§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.~~ Article 3 and Article 4 and include usual and customary .

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall ~~respond to~~ comply with applicable design requirements imposed by those authorities and entities.

PAGE 10

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~ Excluded from Basic Services and this Agreement.

~~§ 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, the proposed procurement and 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

~~§ 3.2.4 Based on the Project 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; and may~~

include some combination of study models, perspective sketches, or digital representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

~~§ 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.~~

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. Excluded from Basic Services and this Agreement.

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

...

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Documents, including all state and federal accessibility standards.

...

§ 3.5.2 Competitive Bidding or Purchasing

§ 3.5.2.1 Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding or competitively purchasing the Project by:

...

- .4 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

PAGE 11

§ 3.5.3 Negotiated Proposals

...

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.2.2 The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to require~~ recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and ~~decide~~ make recommendations to the Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and ~~decisions~~ recommendations 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~~ recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or ~~decisions~~ recommendations rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

PAGE 13

§ 3.6.4.5 The Architect shall maintain ~~a record~~ all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

...

§ 3.6.5.1 ~~The Architect may order~~ With consent of the Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

§ 3.6.6.5 ~~Upon request of the Owner, and~~ Prior to the expiration of ten months of Substantial Completion and upon request of the Owner prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

...

§ 4.1.1 The services listed below are ~~not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.~~ included in Basic Services.. The Architect shall not be entitled to additional compensation for services listed below unless otherwise indicated, or if such services are not required for this Project or approved by the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

PAGE 14

§ 4.1.1.1 Programming	<u>Included in Basic Services</u>
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...

§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
---------------------------------------	--------------

...

§ 4.1.1.8 Civil engineering	<u>Architect - Supplemental Service</u>
§ 4.1.1.9 Landscape design	<u>Architect - Included in Supplemental Services</u>
§ 4.1.1.10 Architectural interior design	<u>Included in Basic Services</u>
§ 4.1.1.11 Value analysis	<u>Included in Basic Services</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Included in Basic Services</u>
§ 4.1.1.13 On-site project representation	<u>Included in Basic Services</u>
§ 4.1.1.14 Conformed documents for construction	<u>Included in Basic Services</u>
§ 4.1.1.15 As-designed record drawings	<u>Included in Basic Services</u>
§ 4.1.1.16 As-constructed record drawings	<u>Contractor</u>

...

§ 4.1.1.21 Telecommunications/data design	<u>Included in Basic Services</u>
§ 4.1.1.22 Detention, Safety and Security Service	<u>Architect - Supplemental Service</u>
§ 4.1.1.22 Security evaluation and planning	

...

§ 4.1.1.26 Multiple bid packages	<u>Included in Basic Services</u>
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...

§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Included in Basic Services</u>

PAGE 15

§ 4.1.1.31 Geotechnical Report	<u>Owner</u>
§ 4.1.1.32 Topography Survey	<u>Owner</u>
§ 4.1.1.33 Document Reproduction (SEE §11.8.1.12)	<u>Architect -Reimbursed</u>
§ 4.1.1.34 TDLR / ADA (SEE §11.8.1.12)	<u>Architect-Reimbursed</u>
§ 4.1.1.35 Food Service Consultant	<u>Owner</u>

...

- .1 Programming
- .2 Geotechnical Engineering
- .3 Topographic, Boundary and Utility Survey
- .4 FF&E
- .5 Commissioning

...

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

...

- ~~.5 — Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
- ~~.6 — Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 — Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 — Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9 — Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~.11 — Assistance to the Initial Decision Maker, if other than the Architect.~~ .12 Services necessitated by a construction defect for which the Architect is not responsible, whether resulting in adjustment or change to the Architect's Instruments of Service.

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- ~~.1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One a week (1/week) visits to the site by the Architect during construction
- .3 ~~(—) inspections~~ Two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—) inspections~~ Two (2) observations for any portion of the Work to determine final completion.

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

PAGE 16

§ 5.2 The Owner shall establish and update the Owner's budget for the ~~Project~~, Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

...

§ 5.5 The Owner ~~shall~~ may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 6.1 For purposes of ~~this Agreement~~, the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as ~~required~~ allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~may be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal~~proposal prior to the commencement of the Work, the Owner shall

...

§ 7.1 The Architect and the Owner warrant that in transmitting ~~Instruments of Service, Construction Documents~~, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

PAGE 19

§ 8.1.2 ~~To~~Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

...

☒ Litigation in a court of competent jurisdiction

PAGE 20

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project~~Project for more than ninety (90) days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules ~~shall~~may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 ~~cumulative~~consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements together with Reimbursable Expenses then due.~~

...

\$0.00

...

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial-Final Completion.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Mandatory and exclusive venue and forum for any dispute resolution arising out of this Agreement shall be in the state district courts for Hidalgo County, Texas If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

PAGE 22

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations-representations, but may not photograph students without prior written parental consent.~~ However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

Seven and Five Tenths (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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§ 11.2 ~~For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

...

TBD

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus — percent (— %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~Architect.

TBD

...

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	<u>Seventy-Five</u> percent (	<u>75</u> %)
Procurement-Billing & Negotiation Phase	<u>Five</u> percent (	<u>5</u> %)
Construction Administration Phase	<u>Twenty</u> percent (	<u>20</u> %)

...

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

...

...

<u>ERO Architects</u>	<u>\$275.00/hr</u>
<u>Principal</u>	<u>\$250.00/hr</u>
<u>Licensed Professional</u>	<u>\$250.00/hr</u>
<u>Project Manager</u>	<u>\$250.00/hr</u>
<u>Planning Manager</u>	<u>\$225.00/hr</u>
<u>Production Manager</u>	<u>\$185.00/hr</u>
<u>Architectural Associate</u>	<u>\$175.00/hr</u>
<u>Production Contract Administrator</u>	<u>\$165.00/hr</u>
<u>Graphic Designer</u>	<u>\$135.00/hr</u>
<u>Copy Writer</u>	<u>\$90.00/hr</u>
<u>Clerical</u>	<u>\$75.00/hr</u>

...

- ~~.1 — Transportation and authorized out of town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

PAGE 24

- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; after the Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;~~

...

~~.12 Other similar Project related expenditures.~~1

§ 11.8.2 For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect's ~~consultants plus percent (—%) of the expenses incurred~~consultants.

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Prevailing Interest in Hidalgo County %

...

§ 12.1 OWNER ACKNOWLEDGES AND AGREES THIS AGREEMENT SHALL NOT SUBJECT THE ARCHITECT'S INDIVIDUAL OWNERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES TO ANY INDIVIDUAL, PERSONAL LEGAL EXPOSURE. OWNER ACKNOWLEDGES AND AGREES ITS SOLE AND EXCLUSIVE REMEDY, THAT ANY CLAIM, DEMAND, OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST THE ARCHITECT, A TEXAS LIMITED LIABILITY COMPANY, AND NOT AGAINST ANY OF THE ARCHITECT'S OWNERS, MEMBERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES

PAGE 25

~~.2 Building Information Modeling Exhibit, if completed:~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

...

Adrian Gonzalez Mayor
City of Weslaco

Brian Godinez CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark Goulet, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:55:03 CT on 02/26/2025 under Order No. 4104242542 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Standardized Agenda Request Form

Date of Meeting: July 1, 2025		Agenda Item No. (to be assigned by CSO): 2025-799	
From:			
Subject: Discussion and presentation regarding demolition orders for unoccupied buildings as dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens. (Staffed by Planning and Code Enforcement.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Xavier Salinas		Created	
City Manager Comments: Presentation for information-sharing and discussion and no formal votes or decisions will be made.			
Staff Recommendation:			
Attachments, if any: code enfor power point 2024			
Responsibilities upon Approval:			

119 S. Cedro St.

Property Taxes Owed: (\$4,575.22)





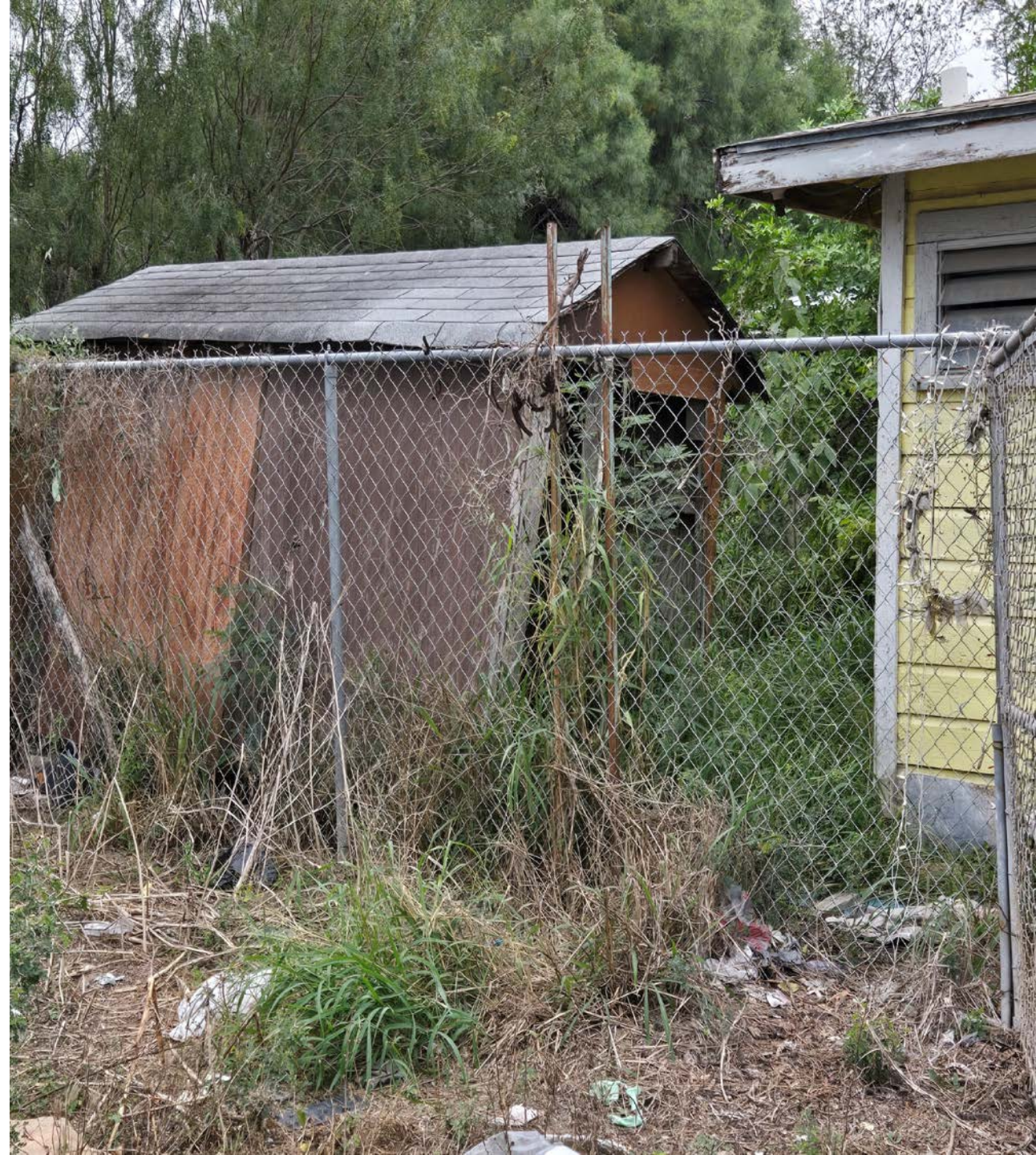




132 N. Missouri St.

Property Taxes Owed: (\$0)









210 W. Plaza St.

Property Taxes Owed: (\$2,146.05)









253 Guerra St.

Property Taxes Owed: (\$0)





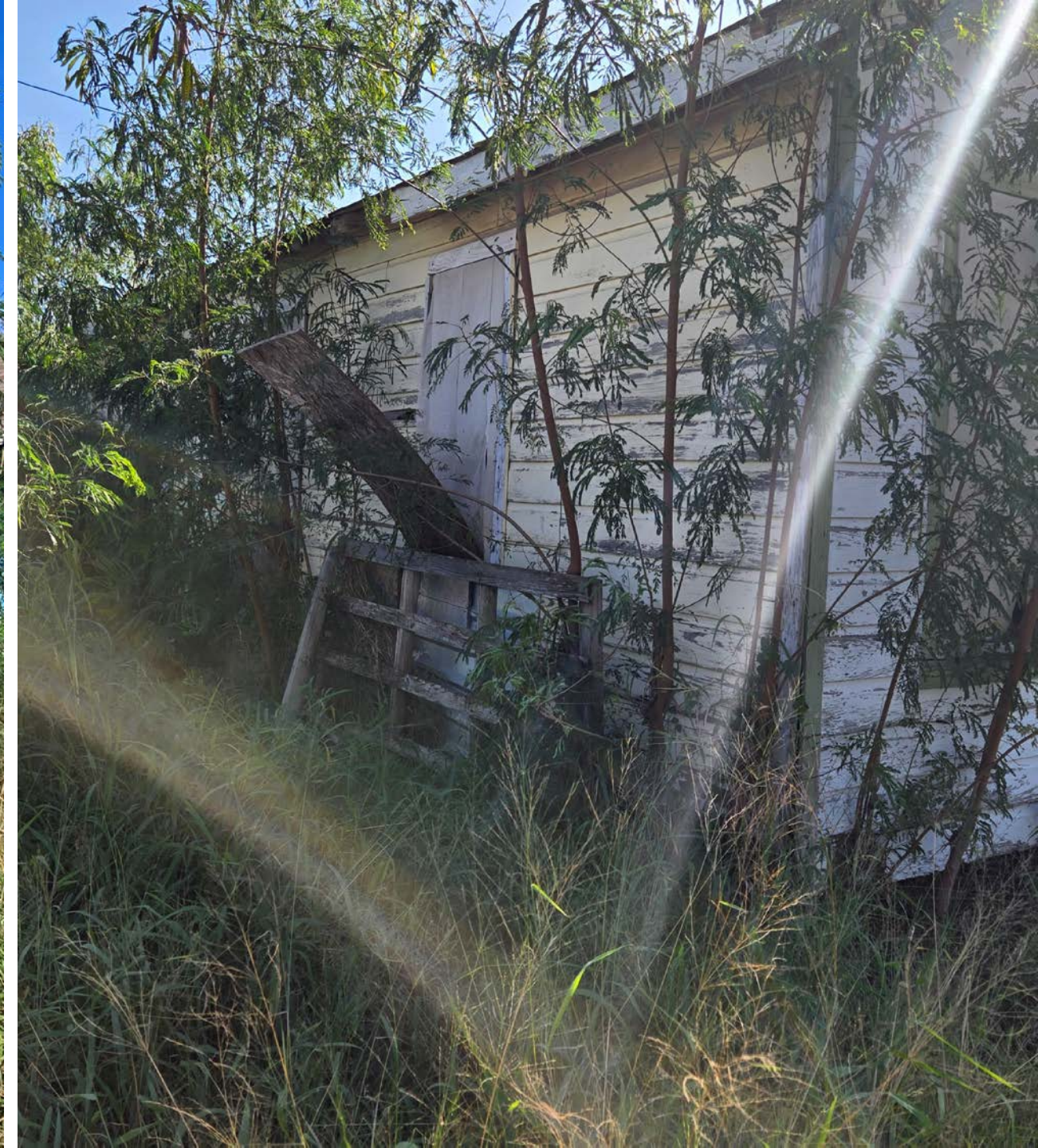




301 N. Cedro St.

Property Taxes Owed: (\$23,206.29)







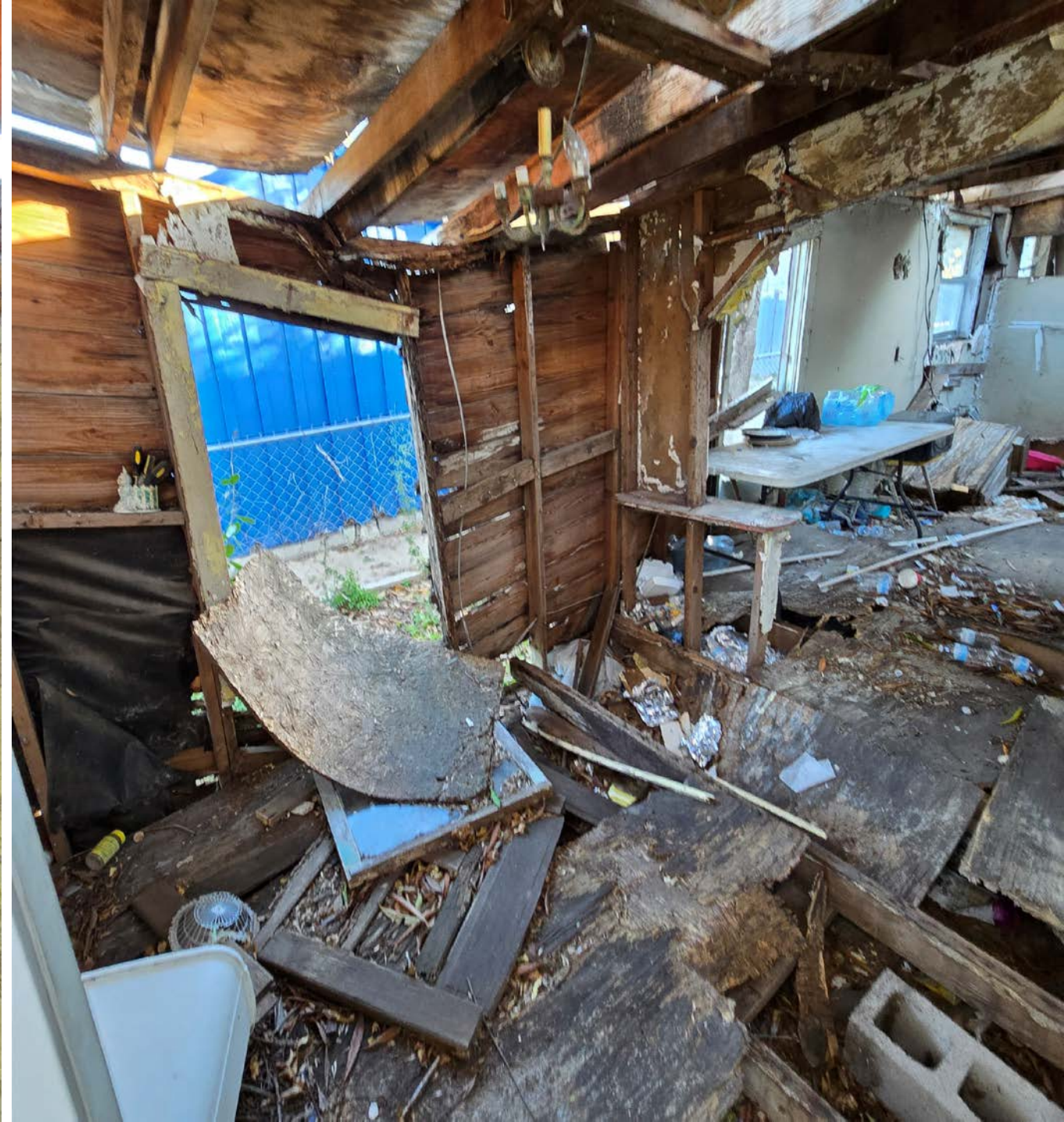


304 N. Pueblo St.

Property Taxes Owed: (\$5,048.49)









758 N. Illinois St.

Property Taxes Owed: (\$7,255.50)







2314 E. 10th St.

Property Taxes Owed: (\$0)











109 N. Illinois St.

Property Taxes Owed: (\$0)



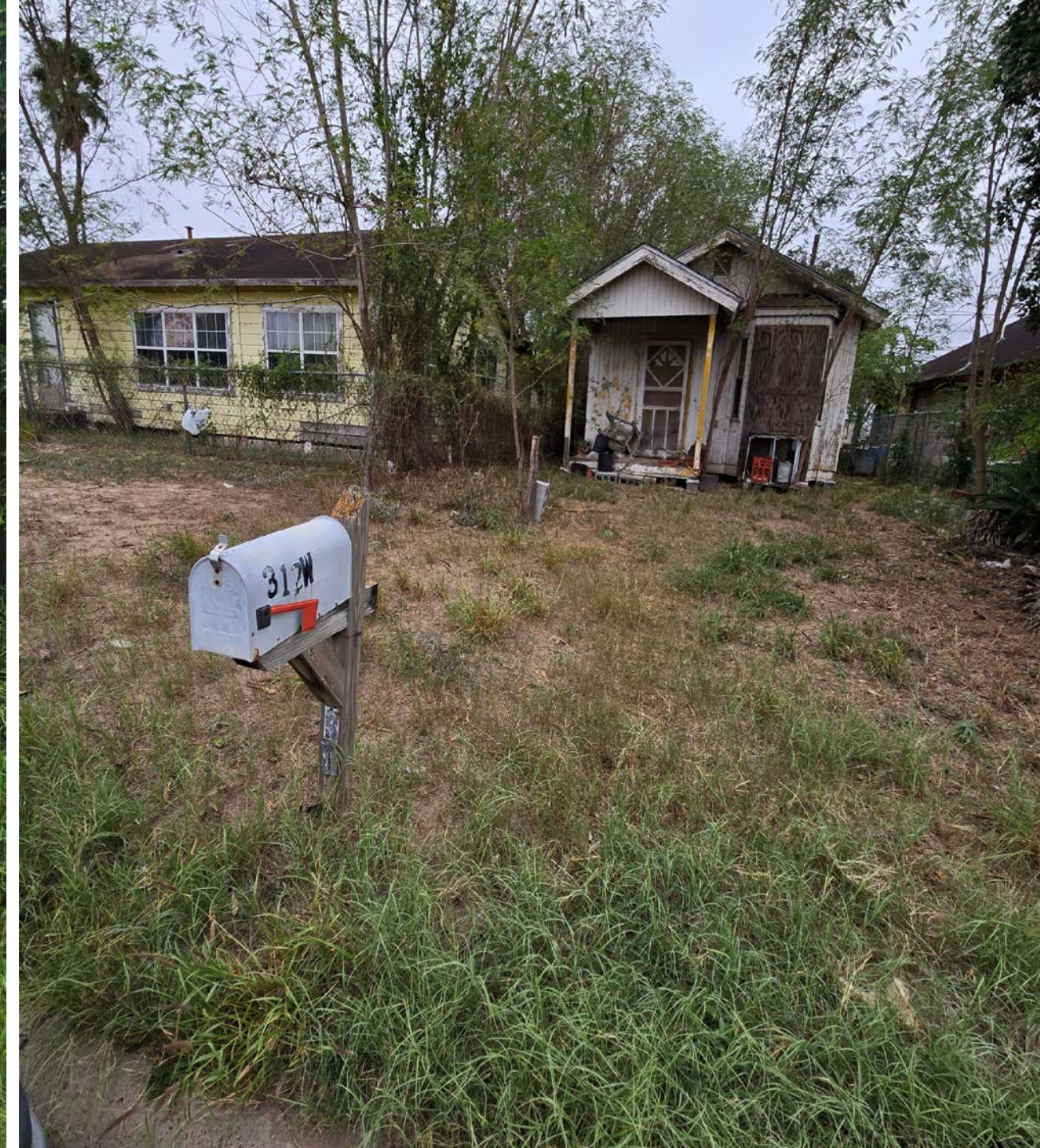
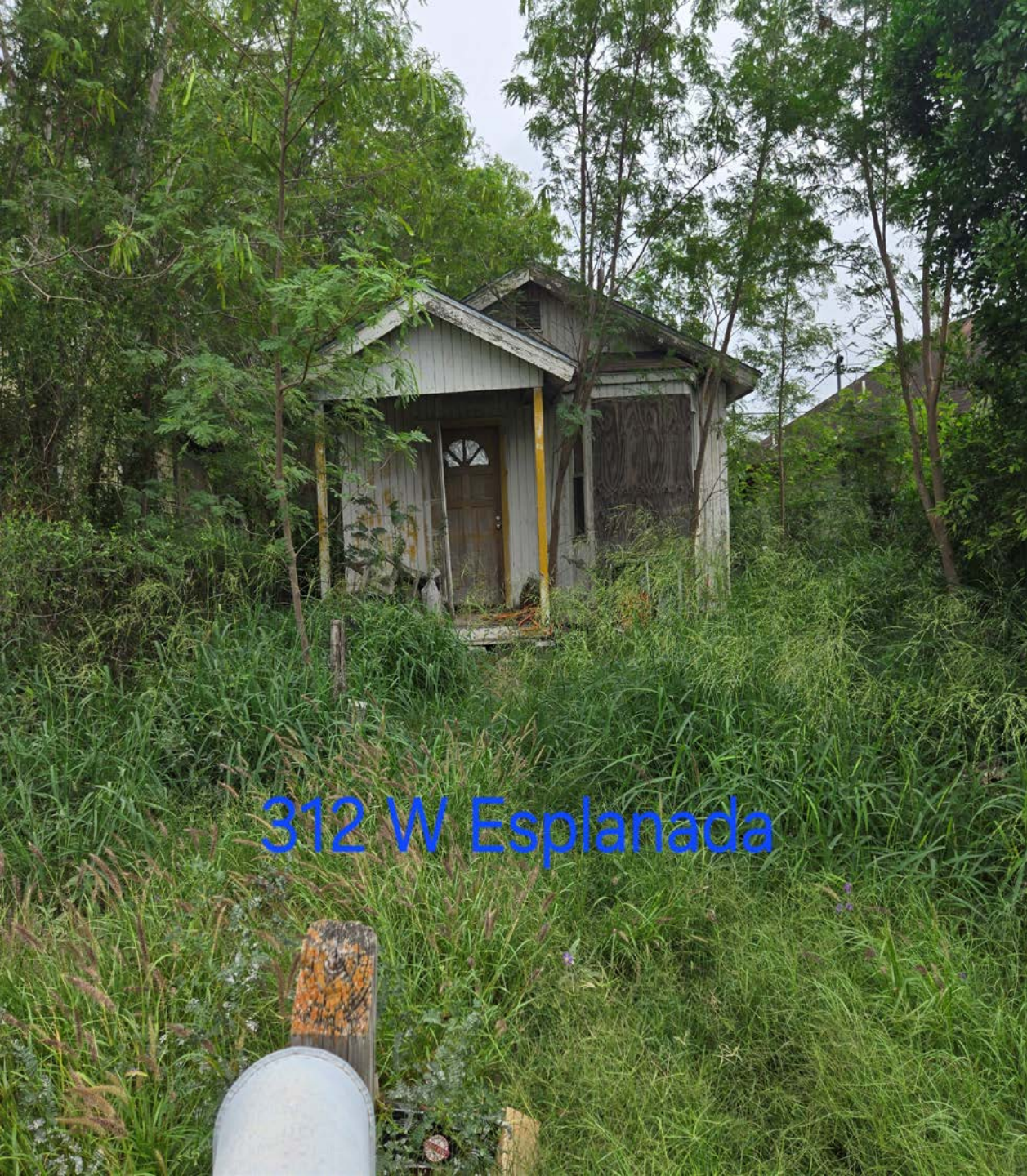


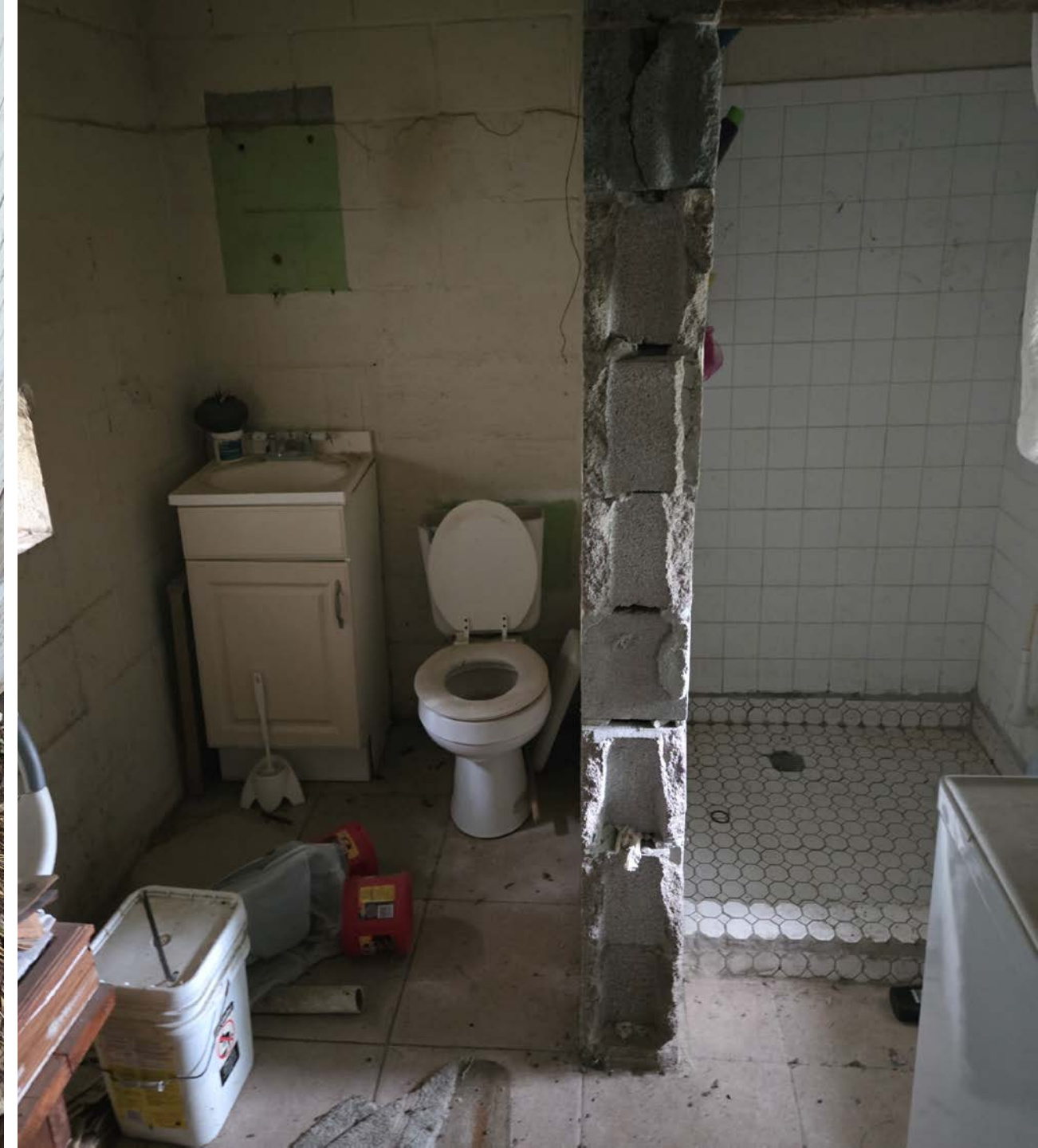


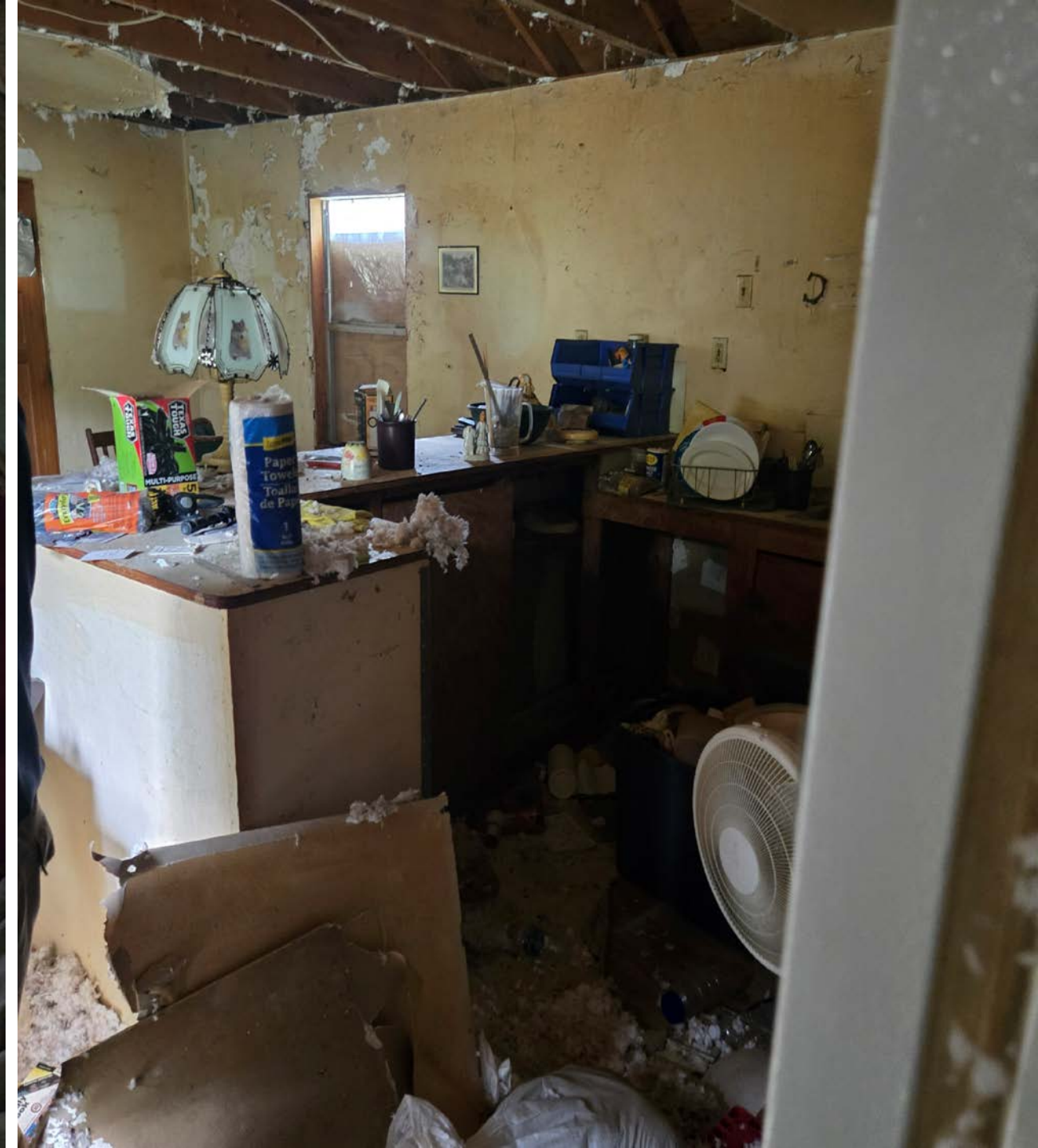


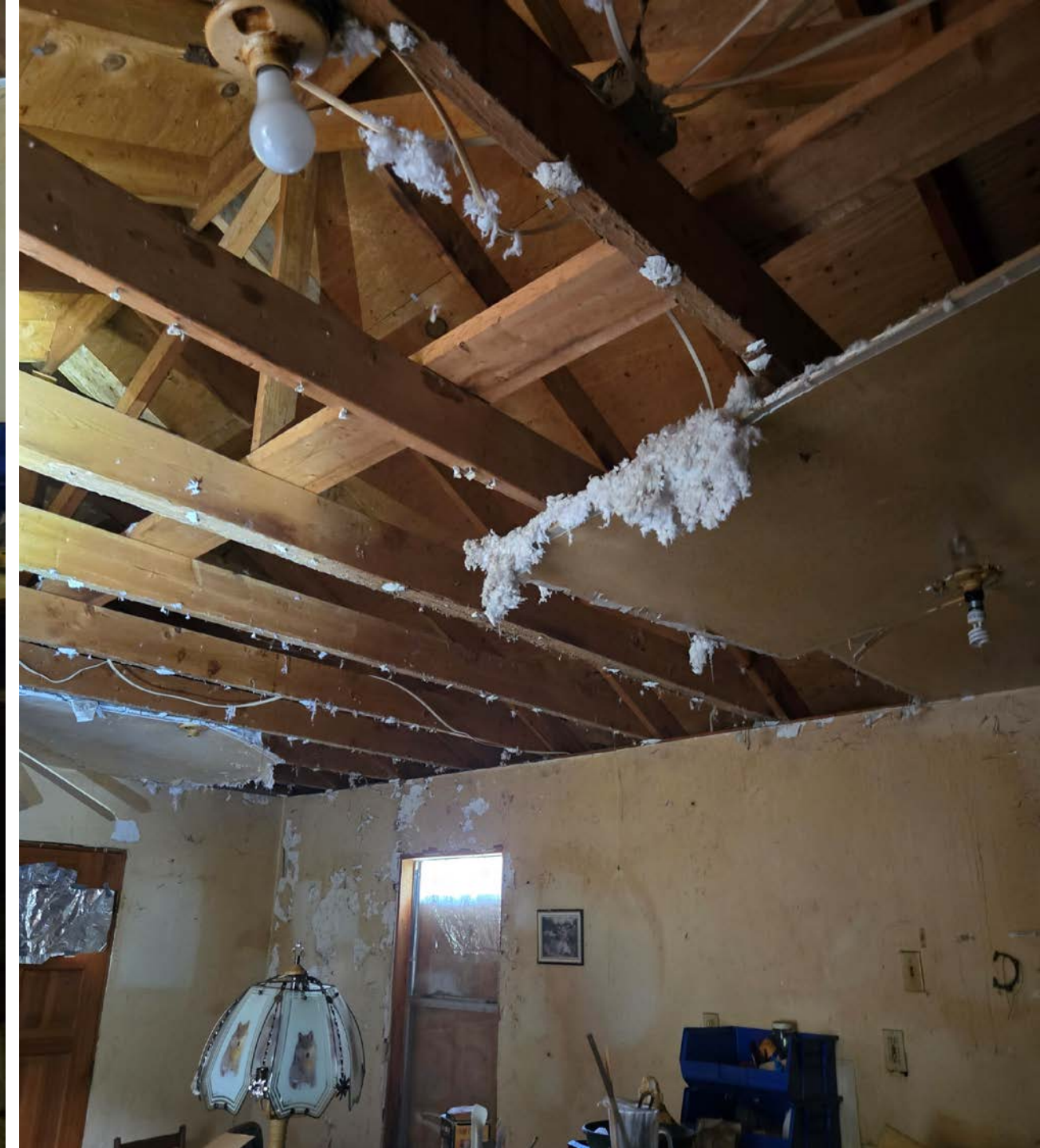
312 W. Esplanada St.

Property Taxes Owed: (\$2,584.95)









616 E. Plaza St.

Property Taxes Owed: (\$11,792.14)









2610 S. Bridge St.

Property Taxes Owed: (\$0)









Standardized Agenda Request Form

Date of Meeting: July 1, 2025		Agenda Item No. (to be assigned by CSO): 2025-810	
From:			
Subject: Discussion and presentation on TX Onion Statue. (Staffed by Weslaco Chamber.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Presentation for information-sharing and discussion and no formal votes or decisions will be made.			
Staff Recommendation:			
Attachments, if any: Presentation re Tx Onion Statue			
Responsibilities upon Approval:			



Destination Marketing Initiative

Project: Texas 1015 Onion Monument Statue

The Texas International Produce Association (TIPA), City of Weslaco and Weslaco Chamber of Commerce are working on plans to develop the artwork, design and installation plan for a TX1015 Onion Statue in Weslaco.

History:

The Texas Onion Fest celebrates the development of the world-famous Texas 1015 Onion which was developed in Weslaco by Dr. Leonard Pike. The TX1015 onion is also our State Vegetable! The name of the 1015 onion came from the suggested planting date, October 15. The City of Weslaco takes pride in being home to the TX1015 Onion and each year celebrates this agricultural feat with the Texas Onion Festival.

Funding identified for this project: TIPA & Weslaco Chamber

Name of Exhibit/Monument: Texas 1015 Sweet Onion

Public Engagement Element: QR code with history

Request to LRGVDC:

- Utilize property located at the corner of Texas Blvd. & W. Railroad Street to place statue.
- Required space for statue: minimum of space of 20x20 (Statue Height: 10 feet tall)
- This will be at zero cost and burden to the LRGVDC

Please note that as part of this partnership...

- *Chamber & TIPA will cover all expenses for statue; City of Weslaco will handle installation and future maintenance.*
- *The City and Chamber will also ensure that a property assessment is completed prior to the start of the project. Timelines and additional information will be provided in advance to ensure that all parties involved are aware of the project progress.*

Project Contact:

Barbara Jean Garza,

President & CEO

Weslaco Area Chamber of Commerce and Visitors Center

Office: 956-968-2102

Cell: 956-975-5760

email: barbara@weslaco.com



Sample Graphic of Statue: (this is just a sample of what we are looking to create, an RFP has been released to community)

Statue will be approximately 10ft tall, and include a base with information about the state vegetable.

Texas Onion Fest
takes place
Downtown Weslaco



Texas Blvd.

Business 83.

Parking Lot

W Railroad St.

Statue would be
located next to this
landmark



Standardized Agenda Request Form

Date of Meeting: July 1, 2025		Agenda Item No. (to be assigned by CSO): 2025-812	
From:			
Subject: Discussion and presentation on the preliminary engineering report for Traffic Control Improvements at the Intersection of Vo-Tech Drive & East Pike Boulevard. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA PETER HERMIDA Xavier Salinas		Created/Initiated New	
City Manager Comments: Presentation for information-sharing and discussion and no formal votes or decisions will be made.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			