

DRAFT AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «26th» day of «April» in the year «2021»
(In words, indicate day, month and year.)

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

« Webb County, Texas »
« 1000 Houston Street »
« Laredo, Texas 78040 »
« Telephone Number: (956) 78040 »
« »

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

« Juan Homero Sanchez Architect, Inc. D/B/A JHS Architect »
« 6909 Springfield Avenue, Suite 107 »
« Laredo, Texas 78041 »
« Telephone Number: (956) 723-2939 »
« »

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

« Webb County LIFE Fair Grounds Renovations »
« U.S Highway 59 near Lake Casa Blanca »
« Laredo, Texas 78041 »

The Construction Manager (if known):
(Name, legal status, address, and other information)

« Leyendecker Construction of Texas, Inc. »
« 4220 Sanders Avenue »
« Laredo, Texas 78041 »
« Telephone Number: (956) 722-0531 »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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.)

« Situated as part of a 140 acre tract owned by Webb County, the County Fairgrounds Renovation Project will consist, based on budget limitations (Cost of the Works) (1) a 4,000 (approximately) fixed seat main events center facility with adjacent outdoor ring, (2) multi-use building facility (approximately 35,000 sq. ft.) with offices that can serve as a banquet hall (with kitchen), ballroom, or a conference center, (3) Two Exhibition Halls (approximately 47,000 square foot each), Show Ring (approximately 49,200 sq. ft.), (4) equestrian facilities ("horse barn") including permanent horse stalls, (5) Two One-stall barns, (6) Storage (Rehab of existing Life Pavilion), (7) RV Park (50 spaces) with room for expansion, (8) Parking for a 1,000 paved spaces and 2,000 grass for overflow for trailer and RVs, and (9) Each facility to be constructed will each have a service area separated from the general public. Owner's initial program as stated above is to be determined during the verification of the Master Plan for the Project and verified during the Schematic Design Phase,

subject to compliance with Owner's budget for the cost of the Work and the accepted Guaranteed Maximum Price proposal submitted by Construction Manager-at- Risk (CMAR) and approved by Owner,

§ 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.)

«The current record information for the Project to be provided by Webb County may include Geotechnical Reports, Civil Engineering Reports, site boundary survey, on-site utilities, and legal description. »

§ 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.)

« Approximately Forty Million (40,000,000.00) »

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

- .1 Design phase milestone dates, if any:

«Unknown at this time but to be developed by Project Architect»

- .2 Construction commencement date:

« Unknown at this time but to be determined by Webb County in conjunction with Project Construction Manager »

- .3 Substantial Completion date or dates:

« Unknown at this time but to be determined by Webb County in conjunction with Project Construction Manager »

- .4 Other milestone dates:

« - »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

«Not Applicable »

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

«NONE »

§ 1.1.7.1 INTENTIONALLY DELETED.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

« Gilpin Engineering Company»
« Mr. Judd Gilpin, PE»
«11204 McPherson Street, Suite 109»
« Laredo, Texas 78045»
« (956) 753-2210»
« »

§ 1.1.9 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.)

«Luis Perez Garcia, P.E.
Webb County Engineer
1620 Santa Ursula Avenue
Laredo, Texas 78040
Telephone Number: (956) 523-4055 »

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

« Leyendecker Construction of Texas, Inc.
4220 Sanders Avenue
Laredo, Texas 78041
Telephone Number: (956) 722-0531 »

.2 Land Surveyor:

« To be Determined »
« »
« »
« »
« »
« »

.3 Geotechnical Engineer:

« Howland Engineering & Surveying Company, Inc. »
« 7615 North Bartlett Avenue »
« Laredo, Texas 78041 »
« Telephone No: (956) 722-4411 »
« »
« »

.4 Civil Engineer:

« S&B Infrastructure, Ltd. »
« 2120 Blaine Street, Suite 100 »
« Laredo, Texas 78043 »
« Telephone: (956) 615-9251 »
« »
« »

.5 Other consultants and contractors:

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

« Environmental Consultant if required »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

« Mr. Juan Homero Sanchez, AIA »
Juan Homero Sanchez Architect, Inc. d/b/a JHS Architect»
« 6909 Springfield Avenue, Suite 107 »
« Laredo, Texas 78041 »
Telephone Number: (956) 723-1360 »
« juanhomerosanchez@gmail.com »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Synergy Engineering, Inc. »
« 1119 Flores Ave. Ste. 300 »
« Laredo, Texas 78041 »
«Telephone No. (956) 753-5860 »
« »

.2 Mechanical Engineer:

« Trinity MEP Engineering »
« 3533 Moreland Dr. Suite A »
« Weslaco, Texas 78596 »
« Telephone No. (956) 973-0500 »
« »

.3 Electrical Engineer:

Trinity MEP Engineering »
«3533 Moreland Dr. Suite A »
«Weslaco, Texas 78596 »
«Telephone No. (956) 973-0500

.4 Associate Architects

« Muñoz and Company, Inc. »
1017 N. Main Avenue, Suite 300 San Antonio, Texas 78212 »
«Telephone No. (210) 349-1163»

»

§ 1.1.12.2 Consultants retained under Supplemental Services:

«

.1 Fairgrounds Consultant & Specialty Engineering« »

«Priefert Complex Designs, LLC»
«2630 South Jefferson Ave.»
«Mount Pleasant, Texas 75455»
«Telephone No. (800) 527-8616»

.2 Footing Specialist

«Kiser Arena Specialist
«243 CR, 281»
«Gainesville, Texas 78212»
«Telephone No. (940) 665-8060»

.3 Acoustical / AV Consultant

«BAI, LLC»
«4006 Speedway»

«Austin, Texas 78751»
«Telephone No. (512) 476-7346»

- .4 Food Service Consultant
«Food Service Design Professionals»
«110 Broadway, # 140»
«San Antonio, Texas 78205»
«Telephone No. (210) 704-1250»

- .5 IT/ Security Consultant
«Combs Consulting Group»
«8200 IH-10 West, Suite 103»
«San Antonio, Texas 78230»
«Telephone No. (210) 698-7887»

- .6 Landscape Architect
«Park Hill Smith & Cooper DBA- Schrickel Rollins PSC»
«255 N. Center Street Suite 200»
«Arlington, Texas 78205»
«Telephone No. (817) 649-3216»

- .7 Performing Arts Consultant
Wrightson, Johnson, Haddon & Williams, Inc.
12175 Network Blvd, Suite 150
San Antonio, Texas 78249
Telephone No. (210) 561-9800

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

« N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Should the Initial Information change in a material way, and if the Owner and the Architect agree to make adjustments to the Initial Information, they shall document such adjustments in writing by preparing and executing an Amendment to the Contract. 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, if applicable. 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 may agree upon protocols, in writing, governing the transmission and use of Construction Documents or any other information or documentation. Construction documents shall consist of electronic files delivered in Adobe Acrobat Portable Document (PDF). The parties will establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 INTENTIONALLY DELETED.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The word "Architect" shall mean the person, firm or entity performing services pursuant to this Agreement. The Architect shall provide professional services as set forth in this Agreement. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

Owner shall be entitled to be a third party beneficiary under all agreements entered into by Architect with any consultants, including, without limitation, the structural engineer, and other consultants provided by Architect. Architect shall cause a provision to such effect to be included in each agreement between Architect and its consultants provided, however, that the Owner shall not be entitled to exercise any third-party beneficiary rights prior to the completion of the Project or the termination of the Agreement, whichever first occurs.

§ 2.2 The Architect shall use the Architect's skill, judgment and abilities to perform the services in compliance with all laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction, to further the interests of the Owner in accordance with the Owner's requirements and procedures and to represent that the Project, if built, is in compliance with the Architect's plans and specifications. The Architect shall be responsible to the Owner for all costs and damages resulting from: (1) defects in design; (2) non-workability of design details; (3) failure of the Architect to comply with the terms of this Agreement; and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of, or payment for, all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. 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.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager under the Construction Manager's contract with Owner.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's authorized representative is Mr. Juan Homero Sanchez, AIA.

§ 2.5 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.

§ 2.5.1 The Architect shall maintain the confidentiality of Project and Owner information, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of Project and Owner information. This subparagraph is not intended to limit the use by Architect or its Consultants of Project information to perform its services under this Agreement.

§ 2.6 Insurance and Indemnity.

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 the date of Substantial 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 ten years from the Substantial Completion of all construction of this Project (or twelve 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 on a primary and non-contributory basis under Architect's policies for commercial general liability and comprehensive automotive liability. All insurance required herein must include a sixty-day notice of cancellation or material change, or non-renewal to be sent to Owner by the Insurance Company. All insurance required herein shall contain a waiver of subrogation in favor of Owner. 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. Any deviation from these requirements can only be approved by Owner's Commissioners Court. 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 Commissioners Court. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

§ 2.6.1 Workers' Compensation

- .1 State: Statutory Benefits
- .2 Employer's Liability: \$2,000,000.00 per accident
\$2,000,000.00 disease, each employee
\$2,000,000.00 disease, policy limit

§ 2.6.2 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000.00)

- .1 Each occurrence: \$ 1,000,000.00 each occurrence
\$ 2,000,000.00 general aggregate
- .2 Medical Expense (per person) \$ 5,000.00 each occurrence
- .3 Products & Completed Operations: \$2,000,000.00 aggregate (to be maintained for a period for the duration of the Project; 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 \$1,000,000.00 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.

§ 2.6.3 Contractual Liability:

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

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

- .1 Bodily Injury (per person) \$ 1,000,000.00 combined single limit for bodily injury and property damage

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

\$1,000,000.00 per Claim

\$1,000,000.00 per Project 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.

§ 2.6.6 Umbrella Excess Liability coverages shall be:

.1	\$ 2,000,000.00	each occurrence
.2	\$ 2,000,000.00	general aggregate
.3	\$2,000,000.00	products/completed operations aggregate
.4	\$ 2,000,000.00	aggregate Per Project Endorsement

§ 2.6.7 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 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.
- .4 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .5 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.

- .6 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.
- .7 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .8 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.
- .9 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.
- .10 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.
 - .11 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.
 - .12 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).

§ 2.6.8 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.

§ 2.6.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.10 TO THE FULLEST EXTENT PERMITTED BY LAW, THE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES, (BUT SPECIFICALLY EXCUSING THE CONSTRUCTION MANAGER) ("INDEMNIFIED PARTIES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSE, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE ARCHITECT'S SERVICES TO THE EXTENT SAID CLAIMS ARE CAUSED BY EITHER (1) THE NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR STRICT LIABILITY OF THE ARCHITECT AND/OR ITS EMPLOYEES OR (2) THE NEGLIGENT ACTS OR OMISSIONS OF ARCHITECT'S CONSULTANTS UNDER CONTRACT OR ANYONE ELSE WHOSE ACT ARCHITECT IS LEGALLY LIABLE. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY AND DEFENSE WHICH THE INDEMNIFIED PARTIES MAY HAVE AS ADDITIONAL INSURED UNDER ARCHITECT'S POLICIES IF ANY. THE ARCHITECT'S INDEMNIFICATION OBLIGATIONS SHALL INCLUDE DEFENDING AND, AS APPROPRIATE, PROMPTLY DISCHARGING ANY LIENS FOR SERVICES FILED BY ANY PERSON OR ENTITY UNDER CONTRACT WITH THE ARCHITECT WHO CLAIM TO HAVE FURNISHED MATERIALS, EQUIPMENT, OR SERVICES, TO THE ARCHITECT ON THE PROJECT FOR WHICH THE PERSON OR ENTITY HAS NOT BEEN PAID, SO LONG AS SUCH NON-PAYMENT WAS NOT CAUSED BY OWNER'S WRONGFUL FAILURE OF PAYMENT TO ARCHITECT FOR THE MATERIAL, EQUIPMENT OR SERVICES MADE THE SUBJECT OF THE LIEN FOR SERVICES.

§ 2.6.11 TO THE FULLEST EXTENT PERMITTED BY LAW, IN CLAIMS AGAINST ANY INDEMNIFIED PARTY UNDER THIS PARAGRAPH 2.6.10 FOR THE BODILY INJURY OR DEATH OF ANY EMPLOYEE OF THE ARCHITECT, ARCHITECT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, EVEN IF OWNER OR ANOTHER INDEMNIFIED PARTY IS, OR IS ALLEGED TO BE, CONCURRENTLY NEGLIGENT OR AT FAULT. THIS INDEMNIFICATION OBLIGATION UNDER PARAGRAPH 2.6 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE ARCHITECT OR SUBCONSULTANT UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACTS, NOR SHALL THE SAME BE LIMITED BY THE TYPES OF LIMITS OF INSURANCE CARRIED OR TO BE CARRIED BY THE ARCHITECT OR ANY SUBCONSULTANT PURSUANT TO THIS AGREEMENT OR OTHERWISE. ARCHITECT SHALL CAUSE THIS PROVISION TO BE INCLUDED IN ALL CONTRACTS WITH SUBCONSULTANTS. THIS INDEMNITY OBLIGATION SHALL NOT APPLY TO AN INDEMNIFIED PARTY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Article 4 Supplemental Services and includes, but not limited to, usual and customary architectural services, structural, mechanical, plumbing, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications

and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; security planning services; graphics/way-finding planning services; accessibility services; record drawings and professional renderings as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for landscaping.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

Services not set forth in this Article 3 and Article 4 defined as "Basic Services" or "Supplemental Services" are considered Additional Services. The Basic and Supplemental Services **do not include:**

- City of Laredo permitting and/or associated fees
- Environmental / Geotechnical and Construction testing reports (Owner Provided)
- Traffic Impact Analysis
- Hydraulic and Hydrology Services
- Environmental Permitting
- Additional Disciplines if needed – ADA Consultant, Arborist, Soils engineer, Archaeologist, Play safety consultant, Lighting, LEED.
- Image studies and or renderings (excluding required contract documents)
- FF&E installation (if required)
- Environmental and Construction testing reports (Owner Provided)
- Permit Identification
- Plat Preparation, Easements/R.O.W. Documents and Field Surveying
- Water Supply Study, (if required)
- Project Website (if required)
- Additional Property acquisitions. If additional properties are acquired and added to the fairgrounds, adjustments to the professional services agreement may be required.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended, for this Project, consult with the Owner, Owner's Representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner, through Owner's Representative, and Construction Manager, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, in accordance with the standard of care in Article 2.2, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

- .1 Upon request of the Owner, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Commissioners Court, if requested.
- .2 The Architect shall submit design documents to the Owner, and Owner's representative, at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Commissioners Court, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Commissioners Court in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for design defects, errors, or omissions.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, 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, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner, through Owner's Representative, if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Owner shall require its consultants to cooperate and coordinate their services with those services provided by the Architect. Architect shall also promptly respond in writing to notices from Owner or Owner's Representative regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review, and the Owner's approval, a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final 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, the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion in coordination with the Construction Manager as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Architect shall review the Construction Manager's periodic update of the Project construction schedule.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect

shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 While time is of the essence in this Agreement, the parties agree that the specific timing of the services provided hereunder is subject to the orderly progress of the Work and that adjustments may accordingly be made to the schedule to accommodate the orderly progress of the Work. Where adjustments are made to certain elements of the schedule, the Architect shall endeavor to minimize the impact of these adjustments upon subsequent phases within the original schedule. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of the Architect's issuance of sealed construction documents. Revisions or amendments to applicable codes or standards which become effective after the date of the Architect's issuance of sealed construction documents shall be addressed by the Architect and shall be compensated as an Additional Service pursuant to Section 3.1.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents prepared by the Architect and its Consultants to the Project in order to maintain conformance with the Project Schedule. In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended, for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner and Owner's Representative in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 Owner shall have the right to disapprove any portion of the Architect's work on the Project, including, but not limited to, Schematic Design Phase, Design Development Phase, Construction Documents Phase, or Construction Phase work, and any other design work or documents, on any reasonable basis, including, but not limited to, aesthetics, or because in the Owner's opinion, the construction cost of such design is likely to render such work or the Project infeasible. In the event that any phase of the Architect's work is not approved by the Owner, the Architect shall proceed,

when requested by the Owner, with revisions to the design work or documents prepared for that phase to attempt to satisfy Owner's objections. Should there be substantial revisions to the original program after the approval of design development drawings, which changes materially increase the scope of design services to be furnished hereunder, Architect shall so notify Owner in writing and receive approval from Owner, before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to Architect, for additional work as an Additional Service without such written approval by Owner.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner, Owner's Representative, and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner, Owner's Representative, and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall review the program and specifications furnished by Owner and Construction Manager to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner and Construction Manager. Architect shall include all components of Owner's and Construction Manager's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 3.3.2 The Architect in coordination with the Owner's civil engineering consultant shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner and Owner's Representative in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect and the Owner's civil engineering consultant shall visit the Owner's Project site and shall provide to Owner and Owner's Representative a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Owner's civil engineering consultant will provide in a separate written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Owner's civil engineering consultant shall address with the Owner, Architect and Owner's Representative any existing easements or rights-of-way which may interfere with Owner's Project.

§ 3.3.3 The Architect shall present its written preliminary evaluation to the Owner, Owner's Representative, and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, to the Owner, Owner's Representative, and Construction Manager, for the Owner's approval, a written preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. Upon Owner's approval, a copy of the Schematic Design Documents shall be provided to Owner's Representative. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents 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.

§ 3.3.5.1 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 an additional Service under Section 4.1.

The Architect, to the best of their knowledge, information and belief will not specify any of the following in connection with the Project:

- .1 any substance generally known at the time of specifications to be deleterious to health and safety or the durability of the Project in the particular circumstances in which they are used; and/or
- .2 other substances not in accordance with current law, ordinance, rules, or regulations.

§ 3.3.5.2 The Architect shall consider with the Owner, Owner's Representative, and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner, Owner's Representative, and the Construction Manager. The Architect shall meet with the Construction Manager and Owner's Representative to review the Schematic Design Documents.

§ 3.3.7 Architect shall be responsible for the accuracy and coordination of all the Architect's drawings and design documents relating to Architect's design and used on the Project, regardless of whether such drawings and documents are prepared or performed by Architect, or by Architect's consultants,

including without limitation, the drawings and specifications prepared by the Structural Engineer, Mechanical, Electrical, and Plumbing Engineer, and Landscape Architect. The Architect shall be entitled to rely on the accuracy of the Owner's provided civil engineering information. Architect shall be responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained in the drawings and specifications prepared by Architect's consultants, as fully as if each drawing was prepared by Architect. Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Commissioners Court, or the Commissioners Court designee. Architect shall be responsible for coordinating and internal checking of all drawings and for the accuracy of all dimensional and layout information contained in the drawings and specifications prepared by Architect's consultants, as fully as if each drawing were prepared by Architect.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by the Construction Manager and 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 outlined in the Agreement. The Design Development Documents may also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect will report in writing to the Owner, through Owner's Representative, and Construction Manager the nature and magnitude of any material deviations between the Design Development Documents and the Owner approved Schematic Design Documents, and any other Owner-provided information or programs. Material deviations consist of deviations that, in scope or collective substance, affect the quality of materials on the Project, the cost of the work, or the schedule or that otherwise impact the Owner's established program.

§ 3.4.2 The Architect shall review the Construction Manager's update of the estimate of the Cost of the Work prepared in accordance with Section 6.3. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall review the Construction Manager's preliminary estimate of the Cost of the Work. The Architect shall advise the Owner and Owner's Representative of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner and the Construction Manager in developing and designing the Project to satisfy Owner's

budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.4.4, and in doing so shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations.

§ 3.4.3 The Architect shall meet with the Owner's Representative and Construction Manager to review the Design Development Documents. Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager, advise the Owner and Construction Manager of any adjustments to the estimate of the Cost of the Work, and any redesign of the Project to comply with Owner's budget. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Commissioners Court, or Commissioners Court's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Commissioners Court approval.

§ 3.4.4 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and the Owner's approval. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Construction Manager, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and Owner's consultants, including Owner's civil engineer, which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall also reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality and functionality of systems. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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. Owner, Owner's Representative, and Construction Manager shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents to be used by Construction Manager in solicitation of bids or competitive proposals.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Construction Documents shall comply, with those laws, statutes, ordinances, codes, orders, rules and regulations applicable to the Architect's services hereunder. The Architect will report in writing to the Owner's Representative the nature and magnitude of any material deviations between the Contract Documents prepared by the Architect and the Owner's-approved Design Development Documents and the Owner-provided information or programs. Material deviations consist of deviations that, in scope or collective substance, affect the quality of materials on the project, the cost of the work, or the schedule or that otherwise impact the Owner's established program.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner's Representative and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions), (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms., and (3) if requested by the Construction Manager, assisting the Construction Manager with procurement information describing the time, place, and conditions of bidding of the various trades and including proposal forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner's Representative and the Construction Manager. The Architect shall meet with the Owner's Representative and Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

§ 3.5.6 Architect shall insert in the Project Specifications the requirements that: 1) all bonds comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253 or their Successors; and 2) all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirements.

§ 3.5.7 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Construction Manager recommends aesthetic revisions to Owner, Architect and Owner's Representative shall be consulted.

§ 3.5.8 If applicable, Architect in coordination with the Owner's civil engineering consultant shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall not allow Construction Manager to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation. Architect shall coordinate with the various city agencies and, in a timely, manner, make plan checks required adjustments necessary to Architect's contract documents so that they satisfy the requirements for issuance of a building permit. Any plan checks or required adjustments relating to the drawings prepared by any of the Owner's consultants shall be delivered to Architect for resubmission to various city agencies.

§ 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 Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended, for the Project. If the Owner and Construction Manager 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, and tobacco on public property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the completion date of the Construction Manager's obligations to correct the Work and the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall be a representative of the Owner and shall advise and consult with the Owner, through the Owner's Representative, and Construction Manager 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work. Any

services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect or his authorized representative, as a representative of the Owner shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Representative or when necessary to protect Owners interest) and at other intervals appropriate to the stage of Construction Manager's operations (1) to observe the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner and Owner's Representative informed about the progress and quality of the portion of the Work completed, (4) to endeavor to guard the Owner against defects and deficiencies in the Work, (5) to determine 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 and in accordance with the project schedule, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's Representative, the Construction Manager's Project Manager and/or superintendent, Architect's Project Representative, and Architect. Architect or his authorized representative will provide on-site observations prior to concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Architect will advise Owner of the need for any third-party laboratory testing services to assist the Architect, and will assist the Owner in the developments of Request for Proposals or other solicitations for any required testing services approve by the Owner. On the basis of the site visits, on-site observations by the Architect, Architect shall keep Owner and Owner's Representative informed on the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work. Architect shall generally endeavor to guard against defects and deficiencies in the Work, and shall promptly notify Owner, through Owner's Representative, and Contractor regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents.

§ 3.6.2.1.1 Notwithstanding any other provisions of this Agreement to the contrary, in addition to the Basic Services as defined in Article 3, the following shall also be considered Basic Services:

- .1 The Architect shall work closely with the Owner and Owner's Representative and shall provide such materials and assistance as may be necessary or desirable in connection with presentation before, submissions to, or meetings with any federal, state or local governmental authorities having jurisdiction over the Project, in connection with typical and customary review of the Project by such governmental authorities.
- .2 The Architect shall be available to attend meetings and/or participate in telephone calls with the Owner, Owner's Representative, the Construction

Manager and/or their agents and representatives as required to ensure the successful design and construction of the Project.

- .3 The Architect shall provide those services in connection with typical and customary Change Orders and Construction Change Directives as are reasonably required by field conditions and to accommodate the fit and installation of specified materials in the actual construction so long as actual construction of the Project is consistent with the intent of the Construction Documents. Review and processing of Change Orders. Owner- or Contractor-initiated changes that require substantial additional review, coordination or re-drawing by Architect may be classified as an Additional Service if re-drawing or coordination is not the result of Architect's failure to clearly define the intent in reasonable detail in accordance with the Architect's standard of care. Such Additional Services must be approved by Owner in writing as set forth herein.
- .4 Communication with Construction Manager during construction for clarification of Drawings, Specifications and any other Construction Document prepared by Architect.
- .5 The cost of any and all computer aided design and drafting equipment time necessary in connection with the performance of the Architect's services hereunder is included within Basic Service.
- .6 Issuance of ASIs (Architect's Supplemental Instructions), ASDs (Architect Supplemental Drawings) and responses for Requests for Information ("RFIs") as needed for clarification. Upon receipt of an RFI, the Architect agrees to respond within seven (7) calendar days, subject to the need for more time to reply as is needed to allow a complete response in a professional manner.

§ 3.6.2.2 The Architect and the Owner has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner, through the Owner Representative, considers it necessary or advisable, the Architect shall have the authority to require 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall endeavor to promptly notify Owner's Representative and Construction Manager, orally and/or in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. 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 recommendation decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to

secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions 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 Construction Manager 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 Construction Manager as provided in the Contract Documents.

§ 3.6.2.6 The Architect agrees to answer in a professional manner all Requests for Information (“RFI’s”) that are submitted by any member of the Project team. The Architect agrees to endeavor to maintain an average response time to Request for Information (“RFI”) as provided under section § 3.6.2.1.1.6.

§ 3.6.2.7 Notwithstanding anything contained in this Agreement to the contrary expressed elsewhere in this Agreement, no architectural services made necessary, in whole or in part, by any fault or omission of the Architect to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.

§ 3.6.2.9 The Architect shall endeavor to incorporate a requirement within the Plans and Specifications that the Construction Manager and all subcontractors accurately and completely mark the working drawings, if applicable, and/or keep current markups on the large and full-scale detail drawings and the specifications to show field changes thereon and to describe in sufficient detail any deviation as to evidence the “as-built” construction of the improvements. The Architect shall review such Drawings and Specifications and promptly notify the Owner, the Contractor and the applicable subcontractor of any deficiencies observed by the Architect.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate and review and certify the amounts due the Construction Manager and shall issue certificates for payment in such amounts, if such amounts to the best of the Architect's information are valid, correct, and deemed due and owing in Architect's professional opinion, within ten (10) days of receipt of Construction Manager's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observation and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, and to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and in the Architect's professional opinion quality of the Work is in accordance with the Contract Documents, and that the Construction Manager 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 in writing.

§ 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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, copies of which will be sent to the Owner.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for general conformance with the Contract Documents. 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 Construction Manager'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. Architect shall be responsible for determining what aspects of the Work shall be subject of shop drawings and submittals. The Architect's action shall be taken with reasonable promptness as required for such review to cause no delay in the Work or in the construction. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall notify the Construction Manager to come into compliance. The Architect shall take action with reasonable promptness in writing to the Construction Manager, Owner, and Owner's representative any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. 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 Construction Manager'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 Construction Manager 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 Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted 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, accuracy, and completeness 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 time limits agreed upon, or otherwise 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 a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents, copies of which shall be sent to the Owner.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With the 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 Guaranteed Maximum Price 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, which shall be made available or provided to the Owner upon request. The Architect shall independently provide to Owner, through Owner's Representative, copies of records relating to material issues that in scope or collective substance affecting the quality of materials on the Project, the cost of Work, or the schedule or that otherwise impact the Owner's established program.

§ 3.6.5.3 The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Construction Manager for changes in the Work, including adjustments to the Guaranteed Maximum Price or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Guaranteed Maximum Price, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Construction Manager, if any, the Architect shall review the Contractor's estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Commissioners Court approval and execution.

§ 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 receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that to the best of Architect's knowledge, information, and belief the Work complies with the requirements of the Contract Documents; and,
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections of the Architect's work with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Owner's Representative to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 and any pending Change Order remaining to be paid the Construction Manager, 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 Construction Manager: (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 Construction Manager under the Contract Documents.

§ 3.6.6.5 As part of the Basic Services provided by Architect, and 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. Architect, with five (5) days thereafter prepare and submit to Owner and Construction Manager a report indicating outstanding Work to be completed or corrected and warrant issues to be addressed by the Construction Manager. With the exception of site review and preparation of this report, to the extent that services are required of the Architect for correction or satisfaction of a warranty and such services are requested in writing by the Owner and are not required as a result of the Architect's failure to fully perform his services, such services shall be considered an Additional Service for which the Architect will be reasonable compensated.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below as the Architect's Supplemental Services are included in Basic Services. 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. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated.

<i>(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.)</i> Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.1.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect & Owner	4.1.2.1.2
§ 4.1.1.2 Programming	Architect & Owner	4.1.2.1.3
§ 4.1.1.3 Multiple Preliminary Designs	Architect	4.1.2.1.4
§ 4.1.1.4 Measured drawings	Architect	4.1.2.1.5
§ 4.1.1.5 Existing facilities surveys	Owner	
§ 4.1.1.6 Site evaluation and planning	Architect / Owner's Civil Engineering Consultant	4.1.2.1.6
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided	
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided	
§ 4.1.1.9 Civil engineering	Owner	
§ 4.1.1.10 Landscape design	Architect	4.1.2.1.7
§ 4.1.1.11 Architectural interior design	Architect	4.1.2.1.8
§ 4.1.1.12 Value analysis	Not Provided	
§ 4.1.1.13 Cost estimating	Not Provided	
§ 4.1.1.14 On-site project representation	Owner	
§ 4.1.1.15 Conformed documents for construction	Architect	4.1.2.1.9
§ 4.1.1.16 As-designed record drawings	Not Provided	
§ 4.1.1.17 As-constructed record drawings	Owner's Construction Manager	
§ 4.1.1.18 Post-occupancy evaluation	Architect	4.1.2.1.10
§ 4.1.1.19 Facility support services	Not Provided	
§ 4.1.1.20 Tenant-related services	Not Provided	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect	4.1.2.1.11
§ 4.1.1.22 Telecommunications/data design	Architect	4.1.2.1.12
§ 4.1.1.23 Security evaluation and planning	Architect	4.1.2.1.13
§ 4.1.1.24 Commissioning	Not Provided	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided	
§ 4.1.1.26 Historic preservation	Not provided	

<i>(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.)</i> Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.1.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner	
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided	
§ 4.1.1.29 Other Supplemental Services	Not Provided	

§ 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)

§4.1.2.1.2 Assistance with Selection of Construction Manager: The Architect will assist the Owner on the interview, evaluation and selection of the CMAR.

§4.1.2.1.3 Programming: Architect and the Owner to review and verify the Owner's proposed building program and review the Owner's masterplan to help establish the scope, size, relationships of functional spaces and buildings for all onsite improvements as required for the Fair Grounds Project. The Owner to approve all programming prior to start of preliminary design.

§4.1.2.1.4 Multiple Preliminary Designs: The Architect will prepare initial preliminary design options for each building for the Owner's review and consideration to select an approved design at the schematic design phase prior to proceeding to the next phase of the work, with sufficient information as needed for the CMAR to establish a preliminary estimate for the Owner's evaluation. The number of preliminary options shall not exceed more than five (5) without additional compensation.

§4.1.2.1.5 Measured Drawings: The Architect will review the Owner's information for existing buildings at the fairground site and document the location and visible conditions of existing buildings to remain in the approved masterplan.

§4.1.2.1.6 Site Evaluation and Planning: The Architect, Owner with input from the Owner's Civil Engineer and surveyor will evaluate the proposed fairgrounds site for determining the suitability of the location of each building or improvements relative to the others. The Owner shall approve placement of all buildings. The Architect will

visit the site to observe and photograph existing conditions and context and study existing site features while defining site circulation and building placement.

- §4.1.2.1.7** Landscape Design: Landscape Architectural design including planting, pedestrian hardscape and irrigation system.
- §4.1.2.1.8** Architectural Interior Design Architect will prepare selection of project interior finishes, colors and materials for the Owner's approval.
- §4.1.2.1.9** Conformed Documents for Construction: The design team will provide conformed set of construction documents, including all addenda, contract modifications, and accepted alternates currents at the start of construction.
- §4.1.2.1.10** Post Occupancy Evaluation: The architect will return prior to the end of one (1) year from substantial completion to review and evaluate with the Owner's the projects and outstanding warranty items.
- §4.1.2.1.11** Architect's Coordination of the Owner's Consultants: The Architect will coordinate their own work with the work of the Owners' Consultants and shall be entitled to rely on the accuracy of the Owner's work provided.
- §4.1.2.1.12** Telecommunications/ data design (Design only): The Architect and Consultant team will develop the appropriate procurement documents, including the detailed design, specifications and drawings and will perform a cost benefit analysis of the design along with associated budgets, schedules and migration strategies for the following items: telecommunications/ data structured cabling system including the following: communications rooms design, backbone infrastructure, data electronics layout design, rack systems, cable management grounding and bonding and horizontal/backbone.
- The Owner's third-party vendor will provide including but not limited to the following:
- .1 Data Network System (switches, routers, software, etc.);
 - .2 Wireless Network System (wireless network electronics such as wireless access points, controller, software, etc); and,
 - .3 Voice System (voice electronics such as telephone handsets, servers, headend equipment, software, etc.).
- §4.1.2.1.13** Security Evaluation and Planning: The Architect and Consultant team will develop the appropriate procurement documents, including the detailed design, specifications and drawings and will perform a cost benefit analysis of the design along with associated budgets, schedules and migration strategies for the following items: security access control systems, intrusion detection and security video surveillance systems.

§ 4.1.2.2 INTENTIONALLY DELETED.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as an Additional-Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, 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. *Refer to attached Exhibit A for Consultants proposals.*

§ 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 and submit to the Owner a written amendment to this Agreement for the Owner's review, approval, and execution setting forth the details of the requested Additional Services. 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 recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 INTENTIONALLY DELETED;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Construction Documents;
- .4 Changing or editing previously prepared Construction Documents 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 Construction Documents when those Construction Documents were prepared in accordance with the applicable standard of care;
- .5 INTENTIONALLY DELETED;
- .6 INTENTIONALLY DELETED
- .7 INTENTIONALLY DELETED;
- .8 INTENTIONALLY DELETED
- .9 INTENTIONALLY DELETED;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .13 INTENTIONALLY DELETED
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and

- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 INTENTIONALLY 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 ~~« Three »~~ (~~« 3 »~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~« One »~~ (~~« 1 »~~) visit to the site per week by the Architect during construction as required by § 3.6.2.1
- .3 ~~« One Two »~~ (~~« 1 2 »~~) inspections 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 ~~« One Two »~~ (~~« 1 2 »~~) inspections for any portion of the Work to determine final completion

§ 4.2.4 INTENTIONALLY DELETED.

§ 4.2.5 INTENTIONALLY DELETED.

§ 4.3.1 FURTHER BASIC SERVICES

Notwithstanding anything to the contrary contained in this Agreement, the following constitute "Basic Services" and do not constitute Additional Services or any other nature or services beyond or more extensive than the Basic Services or with respect to which any compensation or other payment is due by Owner to Architect other than the Basic Compensation provided for in Article 11 of this Agreement (with respect to each Phase of the services to be rendered by Architect):

- .1 Services rendered by Architect prior to execution of the Agreement with Architect;
- .2 Providing documents for alternative bids that do not require material design changes in the drawings, except to the extent necessary due to any negligent act or omission of Architect;
- .3 Preparing reasonable and routine Change Orders or Change Orders resulting from any deficiencies or conflicts in the Construction Documents prepared by Architect;
- .4 Providing Contract Administration services as set forth in Section 3.6 throughout the construction process;
- .5 Attending regular Construction Manager/Architect/Owners Representative coordination meetings;
- .6 Preparing field orders or Addenda;
- .7 Reviewing submittals (including product and equipment approvals) shop drawings, if any, and substitution requests, from the Contractor in a timely manner;
- .8 Reviewing the Construction Manager's requests for progress payments, final payment and other proposals;
- .9 Architect and its consultants shall promptly, upon notice or discovery, during

any phase of the Project, make necessary revisions or corrections of errors, ambiguities or omissions in the Drawings and Specifications, which result from the violation of this Agreement;

- .10 Providing services made necessary by the default of the Construction Manager, by major defects or deficiencies in the Work of the Construction Manager, or by failure of performance of either the Owner or Contractor under the Contract for Construction when rendered in order to rectify "major defects or deficiencies in the Work of the Construction Manger" to the extent that such "defects or deficiencies" resulted from the Construction Manager's proper following of the Contract Documents prepared by Architect;
- .11 Notwithstanding anything contained in this Agreement to the contrary or expressed elsewhere in this Agreement, no architectural services made necessary, in whole or in part, by any fault or omission of Architect to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.
- .12 Preparing Change Orders and Construction Change Directives not due to the change of scope, budget or time restrictions by the Owner that require evaluation of Contractor's proposals and supporting data, or the non-material preparation or revision of Construction Documents; or
- .13 Evaluating substitutions proposed by the Owner or Contractor and making subsequent non-material revisions to Construction Documents resulting therefrom.

Notwithstanding anything to the contrary in this Article 4, the Owner may be required to furnish any information or services described in this Article 4 only to the extent that such information or service is (1) actually requested by Architect and (2) reasonably required by the scope of the Project or reasonably necessary in order for the Architect to perform its services under this Agreement.

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. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner. Notwithstanding anything to the contrary in this Article 5, the Owner shall be required to furnish any information or services in this Article 5 only to the extent that such information or services is (1) actually requested by Architect and (2) reasonably required by the scope of the Project or reasonably necessary in order for the Architect to perform its services under the Agreement.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 INTENTIONALLY DELETED.

§ 5.4 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. Owner's Commissioners Court is the only representative of Owner, a political subdivision of the State of Texas, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Commissioners Court may designate one or more representatives with authority to sign documents after Commissioners Court approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Hon. Tano E. Tijerina; Title: Webb County Judge, or his successor.

Owner's designated representative for day-to-day operations:

Name: Mr. Judd Gilpin; Title: President of Gilpin Engineering Company, or his successor.

Name: Luis Perez Garcia, PE, Webb County Engineer

§ 5.5 Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the survey if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 5.6 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9. The Owner shall coordinate the services of its own consultants with the 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 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.

§ 5.10 The Owner shall furnish tests, inspections and reports that are required by law or the Contract Documents, or as required by Architect, Architect's consultants, and/or Owner's consultants.

§ 5.11 Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Construction Documents. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect.

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

§ 5.14 The Owner shall endeavor to coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14.1 Except as otherwise provided in this Agreement, or when direct communication have been specifically authorized, the Owner shall endeavor to communicate with Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. However, nothing in this Agreement shall be construed to prohibit the Owner from communicating directly with any person or entity who is providing materials or services to the Project. If the Owner does have pertinent Project related communications with any person or entity providing materials or services to the Project and the Architect is not a party to such communications, the Owner shall give the Architect prompt written notice of the substance of those communications.

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

§ 5.16 INTENTIONALLY 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 constructed by the Owner and shall include Construction Manager's general conditions costs, overhead and profit as well as furniture, fixtures and equipment ("FF&E") designed or specified by Architect, whether or not such FF&E is included in the Construction Manager's contract. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. 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 or the Architect's consultants; the costs of the land, rights-of-way, financing, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner Representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall ~~only~~ include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project if the Work is designed or construction is administered or overseen by the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.3 and 6.4. 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 in coordination with the Construction Manager, represents the Architect's judgment as a design professional. If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect shall review the Construction Manager's preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints. As the design process progresses through the end of the preparation of the Construction Documents, the Architect in coordination with the Construction Manager and Owner's consultants shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner, Owner's consultant, and the Construction Manager in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In reviewing the Construction Manager's 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 with the prior consent of Owner's Commissioners Court; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.3.1 If the Architect is providing cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate the Agreement in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative; or
- .5 direct the Architect to redesign the Project to meet Owner's budgetary, programmatic and quality needs.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3 or 6.5.4, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modifications of the Construction Documents before commencement of construction shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.8 INTENTIONALLY DELETED

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 Architect shall provide to Owner all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor and other documents hereinafter referred to as “Construction Documents,” that are within Architect’s scope of services and that are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Construction Documents, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights, provided, however, Architect and Architect’s consultants shall not use the Construction Documents on another project without Owner’s written permission. Submission or distribution of Construction Documents 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 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use, reproduce and distribute the Architect’s Construction Documents solely and exclusively for constructing, using, maintaining, and renovating the Project. 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 material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Construction Documents solely and exclusively for use in performing services for the Project.

§ 7.3.1 INTENTIONALLY DELETED

§ 7.4 This nonexclusive license shall survive termination of this Agreement, and Architect hereby grants permission to Owner to use the Construction Documents for future renovations, repairs, additions or alterations to the Project. In the event the Owner uses the Construction Documents without retaining the author of the Construction Documents, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses.

§ 7.5 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 Construction Documents shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

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 this Agreement and by Texas 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.

§ 8.1.1.1 All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy arising out of or related to this Agreement

shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.1.1.2 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 Only to the extent damages are 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, as amended, for this Project, if applicable. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 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 Owner's termination of this Agreement.

§ 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, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by direct negotiations and then, if unsuccessful by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with a mutually acceptable person or entity administering the mediation. The mediator shall be from Laredo, Webb County, Texas. 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.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Commissioners

Court, signed by the parties if approved by the Webb County Commissioners Court, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 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.)

[« X »] Litigation in a court of competent jurisdiction. Venue shall lie in the State Courts of Webb County, Texas.

[« »] Other: (Specify)

« »

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.

§ 8.2.5 WITH RESPECT TO ANY CONTROVERSY SUBJECT TO LITIGATION, OWNER AND ARCHITECT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY (A) AGREE THAT NEITHER OF THEM SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT OR THE DEALINGS OR RELATIONSHIPS BETWEEN AND AMONG ARCHITECT IN CONNECTION THEREWITH, (B) irrevocably waive any and all rights to any such jury trial, and (C) AGREE THAT NEITHER OF THEM SHALL SEEK TO CONSOLIDATE ANY SUCH LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE AS TO WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS SECTION HAS BEEN FULLY DISCUSSED BY OWNER AND ARCHITECT, EACH OF WHO HAS BEEN REPRESENTED BY COUNSEL. THIS SECTION 8.2.5 SHALL NOT BE SUBJECT TO ANY EXCEPTIONS, AND NO SUCH PERSON HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PERSON THAT THIS SECTION 8.2.6 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

§ 8.3 INTENTIONALLY DELETED

§ 8.3.1 INTENTIONALLY DELETED

§ 8.3.1.1 INTENTIONALLY DELETED

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§ 8.3.4.2 INTENTIONALLY DELETED

§ 8.3.4.3 INTENTIONALLY DELETED

§ 8.4 INTENTIONALLY DELETED

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 if not cured after ten (10) days written notice to Owner of the delinquency. If the Architect elects to suspend services, the Architect shall give twenty-one (21) 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. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 *et seq.*

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

§ 9.3 If the Owner suspends the Project for more than ninety (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 This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice should the Architect fail to perform its obligations under this Agreement when that failure is not solely the result of the Owner failing to perform its obligations under this Agreement. This Agreement may be terminated by the Architect upon not less than twenty-one (21) day's written notice should the Owner fail to perform its obligations under this Agreement.

§ 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. The Owner may also terminate this Agreement on seven (7) days' written notice if the Owner's construction budget, prior to commencement of construction, is exceeded by the Guaranteed Maximum Price.

§ 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, and Reimbursable Expenses then due. .

§ 9.7 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Architect makes an assignment for the benefit of one or more of its

creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 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 Construction Documents in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive venue for any dispute not resolved by mediation shall be in the state district courts of Webb County, Texas.

§ 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, as amended. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 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.

§ 10.4 INTENTIONALLY DELETED.

§ 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, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other potentially toxic substances unless or to the extent Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner upon the Architect's discovery of any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials. Additionally, in the event such hazardous materials or toxic substances are present, Architect or any party encounters hazardous or toxic materials at the Project site, or should it become known in any way that such materials may be present, Architect may, at its option and without liability for consequential or any other damages, suspend performance of service at the Project Site until Owner retains appropriate specialist consultants or contractors to identify, abate, and/or remove the materials.

§ 10.7 The Architect may 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. 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. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8. 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 to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 *et seq.* and the Texas Open Meetings Act, Texas Government Code, Chapter 551 *et seq.*

§ 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.

§ 10.10 NO LIENS. The parties agree that no Architect, or Architect's consultants shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are

so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.11 APPLICABLE LAW. This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.13 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.14 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained."

§ 10.15 By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2270, as amended, if Architect is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue."

§ 10.16 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

§ 10.17 Effective Date. Where this Agreement is entered into subsequent to the Architect beginning performance of services, the parties acknowledge and agree that this Agreement is intended to shall govern all services provided by Architect for the Project, whether initiated or performed or subsequent to the execution of this Agreement, that the effective date of this Agreement shall be

deemed to be the first date when any such services were so provided by Architect and that this Agreement is intended to and shall supersede and replace all prior agreements whether written or oral.

§ 10.18 Written Notice.

All notices required under this Agreement shall be in writing, signed by the party giving same, and shall be deemed properly given only if hand delivered or by reputable overnight courier, or by registered or certified mail, return receipt requested, postage pre-paid and addressed as follows:

If to Owner: Hon. Tano E. Tijerina
Webb County Judge
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

With a copy to: Nathan Bratton
Attorney at Law
Chief General Counsel
Webb County Civil Legal Division
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

If to Architect: Juan Homero Sanchez Architect, Inc d/b/a JHS Architect
6909 Springfield Avenue, #107
Laredo, Texas 78041

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic & Supplemental Services described under Article 3 and Article 4, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

«An amount not to exceed Two Million Nine Hundred Ninety Thousand Seven Hundred Sixty Dollars (\$2,990,760.00) which includes Architectural Basic Services, Supplemental Services, and the Specialty Consultants retained under §1.1.12.2 of the Agreement.

- .2 Intentionally Deleted

- .3 INTENTIONALLY DELETED

§ 11.2 INTENTIONALLY DELETED

§ 11.3 For Additional Services, the Owner shall compensate the Architect if such Services are agreed to by Owner in writing as follows:
(Insert amount of, or basis for, compensation.)

The following are Additional Services offered by Architect which are considered Optional Services: (1) Master Plan & Program Verification (\$48,000.00), (2) Cost Estimating & Preliminary Budgeting (\$84,025.00), and (3) Community Engagement (\$15,000.00). The Scope of Work for the optional services set forth hereinabove is attached hereto, and incorporated herein by reference as if set out in full for all intents and purposes, as Exhibit "A."

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.3 shall be the amount invoiced to the Architect plus « zero » percent (0%).
(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

« »

§ 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:

Schematic Design Phase	« Fifteen »	percent	« 15 »	%)
		(
Design Development Phase	« Twenty Five »	percent	« 25 »	%)
		(
Construction Documents Phase	Forty »	percent	« 40 »	%)
		(
Construction Phase	« Twenty »	percent	« 20 »	%)
		(
Total Basic Compensation	one hundred	percent	100	%)
		(

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 INTENTIONALLY DELETED.

§ 11.6.1 INTENTIONALLY 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.)

« Additional Services Only »

Employee or Category	Rate (\$0.00)
Principal Time	\$275.00/hr
Senior Vice President Time	\$240.00/hr
Vice President, Senior Associate	\$210.00/hr

Associate	\$190.00/hr
Professional Staff	\$155.00/hr
Technical Staff	\$115.00/hr
Outside Consultants	To be negotiated as needed.

§ 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:

- .1 INTENTIONALLY DELETED;
- .2 INTENTIONALLY DELETED;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, and, reproductions, plots, and standard form documents of Construction Documents other than those required to be provided by Architect under this Agreement;
- .5 Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect provision of one artist’s rendering and one digital model or mock-up of each building in the Project;
- .8 INTENTIONALLY DELETED;
- .9 INTENTIONALLY DELETED;
- .10 INTENTIONALLY DELETED;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 INTENTIONALLY DELETED.

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

§ 11.9 Compensation For Use of Architect’s Construction Documents. The parties agree that Architect’s compensation for Basic & Supplemental Services includes all licensing fees for Owner’s use of the Construction Documents, including use after termination of this Agreement in accordance with Section 7.2.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 INTENTIONALLY DELETED

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «N/A » (\$ «N/A ») 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 for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice to the Owner's designated representative. Undisputed amounts unpaid more than «thirty» (« 30 ») days after the Owner's receipt of invoice shall bear interest at the rate entered below specified by Texas Government Code § 2251.025 or its successor.

(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filed with "30" if the County Commissioners Court meets more often than once per month.)

«Interest rate set by Texas Government Code Section 2251.025 »

§ 11.10.2.2 The Owner may withhold payment after appropriate notice as to the reasons for the withholding, to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the cost of the Work which result in Architect compensation being reduced, for Architect's failure to comply with the provisions of any party of this Agreement, if claim has been filed against the Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.

§ 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 provided to the Owner upon presentation of Architect's progress payment applications.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§12.1 INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH SECTION 16.008(c) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS COMMISSIONERS COURT, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER,

COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

§ 12.2 THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 12.3 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 12.4 It is understood and agreed that Article 12 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended

§ 12.5 COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

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 unless specifically provided otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Webb County Commissioners Court and signed by both the Owner's designated representative and Architect.

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as amended for this Project
- .2 **INTENTIONALLY DELETED**
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E234™–2019, Sustainable Projects Exhibit,
Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

« »

[**«X»**] 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.)

«AIA A201-2017 as amended to the extent it imposes construction administration duties upon the Architect

.5 “Exhibit “A”. »

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

OWNER (Signature)

«Tano E. Tijerina »
«Webb County Judge »

ARCHITECT (Signature)

« Mr. Juan Homero Sanchez, AIA »
«Juan Homero Sanchez Architect, Inc. »

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

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division’s office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Exhibit A
to
AIA Document B133-2019
Standard Form of Agreement Between Owner and Architect
Construction Manager as Constructor Edition
Webb County
and
Juan Homero Sanchez Architect, Inc. d/b/a/ JHS Architect

TASK 1: FAIR GROUNDS MASTER PLAN & PROGRAM VERIFICATION (Optional Additional Service)

Using base information provided by the Webb County, JHS Architect and Consultants shall review and evaluate the Owner's Master Plan and Program including scope of work, facility requirements, schedule, and overall items of coordination. JHS Architect will establish the overall Fairgrounds park design character and the layout of all various park facilities working with Webb County.

A. Services:

JHS Architect and Consultant will provide/perform the following Master Planning Phase Services:

1. Conduct a visit to site to observe the general existing conditions of the site.
2. Review the previous masterplan provided by the County, reconfirm programming needs (people, events, animals/ stock), proposed building configurations and their locations, review regulatory requirements, and any other information pertinent to the planning process from Webb County.
3. This effort shall include the following:
 - a. Conduct a work session with Webb County Staff to review and evaluate the Owner's Program and to discuss and confirm the goals/guiding principles and concepts for the Fairgrounds project.
 - b. Prepare conceptual park development plan alternatives in sketch form.
 - c. Present the most viable plan alternatives in a work session with the Webb County for review and further development.
 - d. Revise the master plan for staff review and revisions prior to public presentations.
 - e. Prepare preliminary opinions of probable cost and make recommendations for possible construction phasing. The team will work with the Owner to analyze the costs in a way that can facilitate efficient phasing in order to accomplish full development over a reasonable period of time as established by the Owner and as funding will allow.
 - f. The Owner's Civil Engineer will also provide input into the Opinion of Probable Cost and Phasing Plan.
 - g. Present the final draft master plan, preliminary opinion of probable cost and phasing recommendations to the Owner's representative.
 - h. Make final revisions to the master plan and present to Webb County Commissioners Court for final approval and authorization to proceed.

B. Deliverables:

The following products will be provided by the JHS and Consultants in completion of the Master Plan.

1. Prepare two to three concept plans options for the study area. Develop the preferred concept plan with 3D graphic massing model for the study area illustrating buildings, parking, primary circulation, and open space.
2. A colored rendering of the master plan.
3. A preliminary opinion of probable cost.
4. Construction Phasing plan Recommendations (If required)
5. A digital file of the deliverables in a format specified by the County.
6. Printing costs for the items listed above shall be included in the lump sum fee. Any additional printing shall be provided as an additional service.
7. 3D Animation: A computer graphic model will be prepared showing the proposed improvements to be used by the County to inform the public.

C. Meetings:

1. Stakeholder Meetings: The Consultant will prepare for and attend up to 3 meetings with the stakeholders, owners, and general public for the purpose of discussing the updated plan and gathering input.
2. Public Presentation: Presentations will be made as required by the Commissioner’s Court.
3. Meetings with Staff: The Consultant will attend meetings with staff, including kick-off meeting.
4. The County will be responsible for advertising all public meetings, if needed.

TASK 2: COST ESTIMATING & PRELIMINARY BUDGETING (Optional Additional Service)

The Cost Estimating Consult will provide a project opinion of probable cost estimate during the schematic design and design development phases and two estimates at 35% and 95% of the construction document phase. The team will work with the Owner and the Construction Manager at Risk to analyze the costs in a way that can facilitate efficient phasing in order to accomplish full development over a reasonable period of time as established by the Owner and as funding will allow. The Owner’s Civil Engineer will also provide input into the Opinion of Probable Cost and Phasing Plan.

1. Schematic Design Phase	\$30,900.00
2. Design Development	\$34,850.00
3. 35% Construction Documents	\$10,975.00
4. 95% Construction Documents	\$7,300.00

Total \$84,025.00

TASK 3: COMMUNITY ENGAGEMENT (Optional Additional Service)

Attend three (3) meetings/workshops with the project team, Webb County and community to discuss project goals, guiding principles, concerns, and concept design progress. Team will facilitate Public Outreach and Stakeholder Engagement consisting of virtual or in person town hall

meetings to receive community input and to disseminate information concerning project details and progress. If required, as an additional service the team can request public surveys, polls, and questionnaires that can be incorporated into the outreach program. Also, as an additional service, the Team can incorporate Website and Social Media messaging and Information flows to optimize Public and Stakeholder engagement. All changes in service shall be agreed to in writing by both the County and JHS Architect, Inc. prior to any additional services being provided.

