

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Fourteenth day of November in the year Two Thousand Fourteen (11/14/2014)
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Webb County, a political subdivision of the State of Texas 1110 Washington Street Laredo, Texas 78040 Telephone Number: (956) 523-4600

and the Architect:

(Name, legal status, address and other information)

Redline Architecture, LLC 121Calle del Norte, Suite 103 Laredo, TX. 78041 PH: (956) 727-5391

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

RFQ 2014-009 / Self Help Center Program Architectural Services Webb County, Texas

Prototypical designs of residences will be issued for 1, 2 & 3 bedroom residences, all with one bath. The prototypical residences will be designed under 2006 Int. Residential Code (IRC) and can be used for future site adaptation as long as the 2006 IRC is under current adoption of Webb County and State and Federal site adaptation as long as the 2006 IRC is under current adoption of Webb County and State and Federal laws allow it. If permitting is required for future sites, a fee can be negotiated to adapt to specific site. The residential plans for construction of 1 & 3 bedroom residences will be specific to 105 W. Meirs St. for a 1 bedroom/1 bath residence, 125 W. Ibarra St. for a 3 bedroom/1 bath residence and 6828 Desperado Rd. for a 1 bedroom/1 bath residence. Site specific residences will require a Geotechnical report prepared by a Professional Engineer Registered in the State of Texas to design foundation. Foundation design will be prepared by Professional Engineer Registered in the State of Texas. Also, a boundary survey will be issued to identify the boundary of the property prepared by Professional Surveyor Registered in the State of Texas to establish setbacks for new dwellings. All site specific residences will be reproduced from prototypical designs of same amount of rooms and bathrooms.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect shall furnish consulting services not provided by the Owner, but required for the Project, which shall include property boundaries and geotechnical engineering. The Architect's services include the following consulting services, if any:

RE: Exhibit A

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the State of Texas. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract without written consent of the other.

The parties agree that venue lies exclusively in Webb County, Texas.

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 the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site. This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or

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statements, either oral or written, by and between either parties. Any modifications to this Agreement must be in writing signed by the party sought to be bound.

Time is of the essence of this Agreement and each and every covenant, condition and provision herein contained.

The parties agree that the date of completion for this agreement shall be NO LATER THAN December 15, 2014.

PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Refer to Exhibit A

(Paragraphs deleted)

Upon completion of plans and approval by Owner, Architect shall submit an invoice to Owner for payment. Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect.

ARTICLE 7 OTHER PROVISIONS

N/A

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

OWNER

Danny Valdez

(Signature)

Webb County Judge

(Printed name and title)

(Signature)

Telissa L. Molano AIA.

(Printed name and title)

ATTEST:

Margie Ramirez Ibarra

Webb County Clerk

Marco A. Montemayor

Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. 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



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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).



Additions and Deletions Report for

AIA® Document B105™ - 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:18:18 on 11/21/2014.

PAGE 1

AGREEMENT made as of the Fourteenth day of November in the year Two Thousand Fourteen (11/14/2014)

Webb County, a political subdivision of the State of Texas 1110 Washington Street Laredo, Texas 78040 Telephone Number: (956) 523-4600

Redline Architecture, LLC 121Calle del Norte, Suite 103 Laredo, TX. 78041 PH: (956) 727-5391

RFQ 2014-009 / Self Help Center Program Architectural Services Webb County, Texas

Prototypical designs of residences will be issued for 1, 2 & 3 bedroom residences, all with one bath. The prototypical residences will be designed under 2006 Int. Residential Code (IRC) and can be used for future site adaptation as long as the 2006 IRC is under current adoption of Webb County and State and Federal site adaptation as long as the 2006 IRC is under current adoption of Webb County and State and Federal laws allow it. If permitting is required for future sites, a fee can be negotiated to adapt to specific site. The residential plans for construction of 1 & 3 bedroom residences will be specific to 105 W. Meirs St. for a 1 bedroom/1 bath residence, 125 W. Ibarra St. for a 3 bedroom/1 bath residence and 6828 Desperado Rd. for a 1 bedroom/1 bath residence. Site specific residences will require a Geotechnical report prepared by a Professional Engineer Registered in the State of Texas to design foundation. Foundation design will be prepared by Professional Engineer Registered in the State of Texas. Also, a boundary survey will be issued to identify the boundary of the property prepared by Professional Surveyor Registered in the State of Texas to establish setbacks for new dwellings. All site specific residences will be reproduced from prototypical designs of same amount of rooms and bathrooms.

PAGE 2

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect shall furnish consulting services not provided by the Owner, but required for the Project, which shall include property boundaries and geotechnical engineering. The Architect's services include the following consulting services, if any:

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RE: Exhibit A

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction authorities.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105TM 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

This Agreement shall be governed by the law of the place where the Project is located. State of Texas. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

The parties agree that venue lies exclusively in Webb County, Texas.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site. This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between either parties. Any modifications to this Agreement must be in writing signed by the party sought to be bound.

Time is of the essence of this Agreement and each and every covenant, condition and provision herein contained.

The parties agree that the date of completion for this agreement shall be NO LATER THAN December 15, 2014.

PAGE 3

Refer to Exhibit A

The Owner shall pay the Architect an initial payment of (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

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The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (%).

Upon completion of plans and approval by Owner, Architect shall submit an invoice to Owner for payment.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within () months of the date of this Agreement through no fault of the Architect.

(Insert descriptions of other services and modifications to the terms of this Agreement.) N/A

(Printed name and title)
Danny Valdez
(Signature)
Webb County Judge
(Printed name and title)

(Signature)

(Printed name and title)

(Signature)

Telissa L. Molano AIA.

(Printed name and title)

ATTEST:

Margie Ramirez Ibarra Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor

Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. 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).

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:18:18 on 11/21/2014 under Order No. 2987582082_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105TM - 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

TEUSSA L MOLANO MECHTICET/CO ONNER

(Title)

11.21.2014

(Dated)

EXHIBIT A



November 14, 2014

RFQ 2014-009 "Self Help Center Program Architectural Services" Proposal

RE: RFQ 2014-009

Attention: Dr. Cecilia May Moreno, Purchasing Agent

In accordance with your request, we are pleased to submit the following proposal for prototypical 1, 2 & 3 bedroom residences and site specific Construction Documents for 1 & 3 bedroom residences based on 2006 International Residential Code.

The estimated design of houses will include the following: reinforced concrete slab on grade and grade beams, 2x lumber framing, exterior siding, asphalt shingle roofing, exterior insulated metal doors, hollow core paint grade interior doors, low-e insulated single hung windows, central HVAC system, laminated counters, paint grade casework and trim, vinyl or tile flooring.

PROJECT SCOPE

Prototypical designs of residences will be issued for 1, 2 & 3 bedroom residences, all with one bath. The prototypical residences will be designed under 2006 Int. Residential Code (IRC) and can be used for future site adaptation as long as the 2006 IRC is under current adoption of Webb County and State and Federal laws allow it. If permitting is required for future sites, a fee can be negotiated to adapt to specific site.

The residential plans for construction of 1 & 3 bedroom residences will be specific to 105 W. Meirs St. for a 1 bedroom/1 bath residence, 125 W. Ibarra St. for a 3 bedroom/1 bath residence and 6828 Desperado Rd. for a 1 bedroom/1 bath residence. Site specific residences will require a Geotechnical report prepared by a Professional Engineer Registered in the State of Texas to design foundation. Foundation design will be prepared by Professional Engineer Registered in the State of Texas. Also, a boundary survey will be issued to identify the boundary of the property prepared by Professional Surveyor Registered in the State of Texas to establish setbacks for new dwellings. All site specific residences will be reproduced from prototypical designs of same amount of rooms and bathrooms.

The following Professional Services are required per our understanding:

ARCHITECTURAL SCOPE OF SERVICES

- Architectural Design (Including one monochromatic Rendering)
- One set of signed and sealed Architectural Drawings including, but not limited to the following (All coordination drawings will be provided on 11X17 Ledger paper to scale or via electronic format) for each prototype and site adapt:
 - Cover Sheet with Project Information.
 - 2. General Project Information, Codes and Life Safety.
 - 3. General Notes and Specifications.
 - 4. Architectural Site Plan.
 - Architectural Floor Plans with dimensions and keynotes.
 - 6. Architectural Roof Plan.
 - 7. Architectural Reflected Ceiling Plan.
 - 8. Architectural Elevations.

1



- 9. Enlarged plans and details as necessary.
- 10. Interior Elevations.
- 11. Wall types and assemblies.
- 12. Exterior Wall Sections and details as required.
- 13. Window and Door Details.
- 14. Door Hardware, Window and Door Schedule.

ARCHITECTURAL FEE

This proposal provides for the performance of professional work for the basic services as described in the SCOPE OF SERVICES section as follows:

Total Architectural estimated fee with all fees aforementioned is as follows:

- 1) Prototypical for 1 bedroom/1 bathroom residence not to exceed 650 GSF = \$1,000.00
- 2) Prototypical for 3 bedroom/1 bathroom residence not to exceed 950 GSF = \$1,000.00
- Construction Documents for 1 bedroom/1 bathroom residence based on prototype for 105 W. Meirs St. = \$300.00
- 4) Construction Documents for 1 bedroom/1 bathroom residence based on prototype for 6828 Desperado Rd. = \$300.00
- Construction Documents for 3 bedroom/1 bathroom residence based on prototype for 125 W. Ibarra St. = \$300.00

Total Architectural Fee for 3 Prototype Designs (Items 1-2) = \$2,000.00

Total Architectural Fee for 3 Sets of Construction Documents (Items 3-5) located at 105 W. Meirs St., 125 W. Ibarra St. and 6828 Desperado Rd. = \$900.00

The Architectural fee will be invoiced upon project phase completion as agreed upon and signed off by the Client or monthly.

This fee was based on the conceptual information to date. Authorization to proceed will first be obtained in writing from the Client before performing Additional work beyond the SCOPE OF SERVICES or listed in the EXCLUSIONS section, due to unforeseen circumstances, will be billed at an hourly rate upon approval.

This fee is subject to change if the project SCOPE OF SERVICES is modified from the original PROJECT SCOPE. Additional services will be charged per the following SCHEDULE OF FEES and will be invoiced monthly based on project status.



MEP FEE (NOT IN SCOPE)

STRUCTURAL FEE (NOT IN SCOPE)

FOUNDATION DESIGN AND GEOTECHNICAL TESTING BY PROFESIONAL ENGINEER FEE AND SCOPE OF SERVICES (Howland Engineering)

The scope of services will consist of providing a Geotechnical signed/sealed boring log without recommendations and Foundation Design signed/sealed drawings, for 3 specific sites.

For residences located at 105 W. Meirs St. for a 1 bedroom/1 bath residence, 125 W. Ibarra St. for a 3 bedroom/1 bath residence and 6828 Desperado Rd. for a 1 bedroom/1 bath residence. We propose the following fees:

One Geotechnical Testing and Foundation Design Construction Documents Sealed By Professional Engineer at each location previously mentioned = \$1,000.00

Total Geotechnical Testing and Foundation Design Construction Documents Sealed by Professional Engineer at 3 locations described = \$3,000.00

PROPERTY BOUNDARY SURVEY BY PROFESIONAL SURVEYOR FEE AND SCOPE OF SERVICES (Howland Engineering)

The scope of services will consist of providing a Survey signed/sealed for 3 specific sites.

For properties located at 105 W. Meirs St., 125 W. Ibarra St. and 6828 Desperado Rd. We propose the following fees:

- 1) 105 W. Meirs St. Boundary Survey = \$1,200.00
- 2) 125 W. Ibarra St. Boundary Survey = \$1,200.00
- 3) 6828 Desperado Rd. Boundary Survey = \$1,000.00

Total Surveying Services for Property Boundary Sealed by Professional Surveyor at 3 locations described = \$3.400.00



SCHEDULE OF FEES FOR ADDITIONAL SERVICES

FEE PER JOB DESCRIPTION	HOURLY RATE
Registered Architect or Engineer Architectural/Engineering Project Coordinator	\$200.00 \$125.00

REIMBURSABLE EXPENSES AND EXCLUSIONS

Excluded in this proposal is work outside of the aforementioned drawing and Architectural and Consultant SCOPE OF WORK. This work includes but is not limited to any major modifications to the project as required by the Client, the project consultants or authorities having jurisdiction after completion of the Construction Document Phase. All additional work with authorization to proceed will be charged at an hourly rated based on the SCHEDULE OF FEES or a previously negotiated fee prior to commence additional work.

Record Drawings are not included as part of the Architect's and Consultant's SCOPE OF WORK, but can be requested by the Client for an additional fee. These drawings should be maintained by the Contractor, but upon request the Client can have the electronic files updated to reflect modifications in the construction by payment of this additional fee.

Reimbursable expenses are in addition to any agreed upon expenses included in the Basic or Additional Services. These reimbursable expenses and exclusions are as listed as follows:

- Expense of travel required to and from the job site for Architect and Consultants. All Architect and Consultant site visits will be invoiced hourly or as per a negotiated fee upon request.
- Expense of reproductions of drawings or specifications other than agreed upon in Project Scope, postage, delivery services, photos, and any other similar documentation.
- Expense of necessitated overtime by client. When authorized in advance, will be charged at the rate of 1,5 times the above hourly rate.
- Expense of additional sketches, models, mock-ups, binders, presentation boards and any other exhibit specifically requested by the Client.
- Expense of additional insurance coverage or limits in excess of the standard Professional Liability Insurance carried by Redline Architecture and their consultants. Insurance coverage only for specific sites.
- Survey of property for topographical and underground utilities not included. Existing structure perimeters and trees 3" caliper or greater to be identified.
- Reproducible Costs not included in the estimate. Any copies will be charged at cost plus 10%



- Shipping Charges not included.
- Environmental testing information is not included in scope of work; this information might be required for construction permit and design.
- · Consultant fees other than proposed.
- Any services not described in Proposal will be treated as additional services.
- Specialty consultants are not included in the fee for audiovisual design, acoustics, equipment and interior design.
- Submittal Services with Required Fee to the Texas Department of Licensing and Regulation (TDLR) for accessibility review. One set of drawings and specifications will be submitted to TDLR within five (5) days of construction document completion for review and approval by the state. Any comments provided back to the Architect, will be review and resolved by either comment, revision to the documents or during construction; comments from State are provided within 30 days of submittal. Please note the final inspection fees and coordination is the responsibility of the Client.
- Invoices not paid within 30 days from invoice date will accumulate a 1.5% interest per month
- Record drawings not included in proposed fee.
- Construction Permit is not included in proposed fee.
- Value Engineering not included in fee, including consultants.
- Bidding and Negotiation excluded.
- · Construction Administration excluded.
- Submittal review for Architect and consultants inclusive.
- · Deep foundation design (piers) and elevated slab design is excluded.
- · Mechanical, Electrical and Plumbing Engineered Design is excluded.
- Site grading plan is excluded.
- All electronic media will remain property of Redline Architecture, LLC. PDF electronic files will be shared with Webb County, Texas.



This fee was based on the conceptual information to date. Authorization to proceed will first be obtained in writing.

This fee is subject to change if the project SCOPE OF SERVICES is modified from the original PROJECT SCOPE. Additional services will be charged per SCHEDULE OF FEES and will be invoiced at completion of additional work.

We appreciate the opportunity in submitting this proposal and look forward to continuing work on your project. Should you have any questions or require additional information, please do not hesitate to call us at (956) 727-5391.

TOTAL ESTIMATED FEE FOR ARCHITECTURAL, GEOTECHNICAL, FOUNDATION DESIGN & BOUNDARY SURVEY SERVICES IS \$9,300.00 (Nine thousand three hundred dollars + 00/100) based on previously described scope of work/services.

Thank you,

Juan J. Molano, Jr.

Signature of acceptance:

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Jame: MAN)

Date

6