

XA | COLLECTIVE

Single Use Service Order

City of Laredo

Animal Care Clinic – Master Plan

This SERVICE ORDER is made as of the 25th day of the 6th month in the year 2025

BETWEEN the Owner or Owner Representative:

Ramon Chavez, City Engineer
City of Laredo
1110 Houston Street(2nd Floor)
Laredo, TX 78040

and the Architect:

Raul Garcia, Partner
X Architecture Collective, LLC
204 East Rhapsody Dr.,
San Antonio TX 78216
raulg@xacollective.com
512.773.3070

PROJECT INFORMATION

The Design team will collaborate with City of Laredo and the City of Laredo Animal Care staff to obtain an understanding of the current and future needs for the department along with some preliminary programming information in order to come up with a Master Plan that can be used for planning and creating timelines for the future growth of this department. With this Understanding in place, the following is what we understand to be the breakdown of the project scope for this phase of the project.

The scope of the project consists of a Master Planning exercise for the Animal care clinic. It is our understanding that the Master Planning exercise will include:

- Consideration of the existing buildings on site and the plan to add a new +/-3,000 square foot ground up addition and how they will connect/interact.
- Site development:
 - Site Coverage requirements (Zoning and Density)
 - Vegetation Coverage Requirements (Landscape types and quantities)
 - Outdoor Kennel locations and orientations
 - Open Field and Stable location investigation
 - Drop-off/Pick-up Access
 - Loading Access
 - Parking requirements – department Vehicles
 - Equipment Maintenance and storage requirements
 - Site drainage
 - Storm Water control requirements
 - circulation requirements
 - Site Conditions study
- Programming
 - Data gathering collaboration meetings with City of Laredo and Animal Care Staff.
 - Collaboration Meetings with City Staff and Stakeholders as required.
 - Plan for future growth for the site (Future growth will be taken into account as to a 10 year and 20-year plan of growth based on current growth statistics).
 - Final Spreadsheet with all Staff and animal spaces quantified in square footages.
- Preliminary Master Planning design including:
 - Adjacency Matrix
 - Bubble Diagrams
 - Preliminary Site allocations
 - Potential growth scenarios

- Preliminary elevation and massing study (these will be later developed in Schematic Design Phase)
 - Preliminary room layouts
 - Preliminary plan layouts
 - Preliminary Elevation Study
- Preliminary Presentation of information to City Staff and Animal Care Staff.
- Final Documentation of the Program and Masterplan findings including:
 - Rendered Site Plan
 - Final Masterplan Layout with future growth planned out
 - Final Programming Matrix
 - Final Bubble diagram
- Preliminary Timelines for Finalizing Construction Documents and Construction Timeline
- Preliminary Cost Estimate based on square footage and complexity defined in Master plan

*There is no feasibility assessment of the existing structures on site only in the sense that we can recommend demolition and relocation if the Master Planning exercise finds overall gains to the site for future and overall development.

PROJECT TEAM

Architect	XA COLLECTIVE
Survey	KIMLEY-HORN
Cost Estimation	OX CONSULTING

PROJECT SERVICES

SERVICE 1 – Site Analysis

- The Design team will review the existing Building and the role it currently plays/will continue to play in the services it provides and the staff and departments it houses. The Design team will also consider how this existing building sits on the site and how it can be integrated into the new masterplan and the layout of the new building addition.
 - Feasibility assessment of this building and its systems is not part of the scope of this masterplan and programming exercise.
- Site Development investigations will include:
 - Building Footprints with respect to total site Coverage and Vegetations requirements.
 - Site usage efficiency:
 - Outdoor Kennel locations and orientations (sun exposure mitigation)
 - Open Spaces or pastures requirements
 - Outdoor stables/stalls location and orientation (sun exposure mitigation)
 - Loading and Unloading Access – direct to indoor facility and outdoor access
 - Parking requirements – department vehicle parking
 - Maintenance yard requirements (department equipment)
 - Storm Water control requirements
 - Circulation requirements – on site and off-site requirements
 - Site condition study – including Grading, sun path, preliminary Tree survey, etc....

SERVICE 2A – Preliminary Programming – Data Gathering Information Stage

- The Design Team shall go through a data gathering process to get a good understanding of what is needed to take advantage of the new addition in order to meet the needs of the Animal Care Service department in the most efficient ways. This includes:
 - Minimum of Two (2) meetings with department heads and City Officials
 - Minimum of One (1) meeting or Session with staff from the Animal Care Service at each level of operations. – these can be 30–60-minute sessions.
 - Reviewing current operations to understand where efficiencies and downfalls are occurring.

- Understanding how the new building will help with serving the needs of the department.
- Gather information about growth potential for staffing and housing of animals at the location.
 - Understanding of full site growth potential and/or outgrowing site limitations
 - 10 Year outlook growth
 - 20 Year outlook growth
- Establish a preliminary spreadsheet that outlines square footage requirements and needs for full department staffing and animal housing- will include growth outlooks - for staff and city staff approvals
- Create final Programming Spreadsheet with all approved square footage and room counts – will include growth outlooks.

SERVICE 5 –Master Planning

- The Design team after establishing Project Program, will begin to establish a master plan of the site and of the new addition.
- With new programming information the design team will create:
 - Preliminary Adjacency Matrices
 - Preliminary Bubble Diagrams
 - Preliminary Site Allocations and Access to and from site
 - Potential Growth Scenarios
- The total number of meetings and charrette workshops during Masterplanning will be a maximum of Three (3).

SERVICE 6 –Preliminary Layout, Elevation, and Massing Study

- The Design Team will work through the new Programming information and Preliminary Master Plan information and will create preliminary Design solutions for the site massing and preliminary elevations studies. These will include:
 - Preliminary Massing studies
 - Preliminary Room Layouts
 - Preliminary Plan Layouts for new building
 - Preliminary Elevations studies

*These will be further developed in the Schematic Design Phase.

SERVICE 7 –Final Documentation

- After all approvals from City Staff for the Program, Masterplan and Preliminary Design, the Design team will present final Documentation that will include finalized Programming, Masterplan, and Preliminary Design in the form of:

- Rendered Site Plan
- Final Masterplan Layout with Future Growth Planned out
- Final Programming Matrix
- Final Bubble Diagram
- Final Preliminary Design Plan Layouts for new building
- Final Preliminary Design Elevations studies
- Preliminary Timelines for Construction Documents Completions
- Preliminary Construction Timeline
- Preliminary Cost Estimation based on square Footage and complexity defined by Masterplan

SERVICE 8 –Additional Services (Reimbursable – pass through expense)

- Site Survey
- Geo-Tech Report

COMPENSATION

The Design Team will provide the Total services outlined above for a stipulated lump sum of \$78,500.00.

Project Fees	
Masterplanning Fees	\$ 36,500.00
Programming Fees	\$ 14,000.00
Cost Estimating	\$ 2,500.00
Sub Total	\$ 53,000.00
Geo-Tech	\$ 4,500.00
Survey	\$ 21,000.00
Total Fee	\$ 78,500.00

Billing Breakdown

Billing will be done as in line with project submittals.

ADDITIONAL SERVICES AND EXCLUSIONS

Services above Basic Services by that may be added to contract or may be contracted directly by Owner

- MEP Engineering
- Structural Engineering
- Landscape Architecture
- Furniture, Fixture, and Equipment Specification
- Commissioning
- Revisions past the approved completion of Basic Service

- Existing As-Built Drawings; Post-Construction As-Builts
- Applying for AHJ Variances or Zoning Changes
- Signage Design and Specification
- AV, Data/Technology, Communications and Security Systems
- Additional Site Trips except those as noted in The Service Order
- Preparation of Marketing and lease exhibits
- Estimating
- Food Service Planning
- Energy Modeling
- Fire Protection Consultant

Exclusions

Services contracted by Owner, never under Basic Services or services of Architect

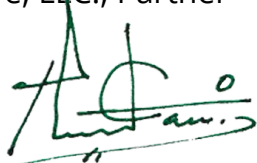
- Exterior Design
- Destructive Investigation
- Metes & Bounds and Topographical Land surveys
- Facility Condition Assessments
- Hazardous Material Testing, survey, and removal

REIMBURSABLE EXPENSES:

Reimbursable Expenses are included in the total fee.

Thank you for your consideration of this Service Agreement. I look forward to working with you. If you have any questions, please do not hesitate to call.

Sincerely,
Raul G Garcia, AIA
XA Collective, LLC., Partner



Raul G Garcia, AIA

06/25/2025

Date

Approved By:

Ramon Chavez, City Engineer
Client Name

Date

Signature approval constitutes a Notice to Proceed to Xavier Cantu/Raul G Garcia, AIA.

Terms and Conditions

Indemnification:

Nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or the Firm and his or her employees nor the Firm's consultants and his or her employees. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, employees, agents and sub-consultants from and against all damage, awards, costs, penalties, liability and cost, including reasonable attorney's fees and defense cost, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities and costs attributable to the sole negligence or willful misconduct of the Firm.

Limitations of Liability:

Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed half of the professional's basic fees. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. In no circumstance shall the Firm be held liable for any delay or deficiency in the performance of any service or delivery obligation or any defect or deficiency in any material caused by any unauthorized alterations or modifications made by any persons other than the Firm or caused by delays or deficiencies in client furnished information.

Severability:

In the event that any portion of this agreement is held to be void or unenforceable, such provisions shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Client and the Firm.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Such mediation shall take place in San Antonio, Texas.

Billing/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the invoice date. If the invoice is not paid within 30 days of date on invoice, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of the service. Retainers shall be credited on the final invoice. Payments due to Architect's additional services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred. No deductions shall be made from the Architect's compensation on account of liquidated damages, penalty, or other sums withheld from the contractor or on account of the cost of changes in the work. The Firm reserves the right to withhold all project files, work products, etc. associated with any project with outstanding unpaid balances.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Contractor's Means, Methods or Jobsite Safety are not Architect's Responsibility:

The Architect and/or the Firm individually shall not have control over nor be responsible for the contractor's acts and omissions, his subcontractors, employees or other persons or entities performing portions of the work. No action or inaction by the Architect or his consultants shall in any way constitute acceptance of any responsibility for any of these items. The Client agrees that the Architect, his employees and his consultants shall not be responsible for contractor's means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to the work of the contractors, or for any failure of contractors to comply with laws, rules or regulations.

Shop Drawing Submittals:

Shop drawing submittals shall be reviewed by the contractor for the limited purpose of conformity with the design intent of the contract documents. Architect's review is not to determine the accuracy or completeness of other details, such as quantities and dimensions, nor for acceptance or approval for the installation instructions or directions that may be listed on the submittal. Architect's approval for one item shall not constitute approval for an assembly of which the item is a component.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but shall not be held liable for any resulting damage, real or perceived.

Certifications:

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Duration of the Work:

The agreement shall terminate upon completion of all work required under the scope of services and any changes, amendments, or additions thereto entered into in conformity with the provisions of this agreement up to a maximum of 270 days after the permit is issued.

Ownership of Documents:

All documents produced by the Firm under this proposal shall remain the property of the Firm and may not be used by the Client for any other endeavor without written consent of the Firm. The Firm shall have the right to include photographic or artistic representations of the design of the project among the Firm's promotional and professional materials. The Firm shall be given reasonable access to the project to make such representations. The Client shall provide professional credit for the Firm in the Client's promotional materials and website citations for the project.

Termination or Suspension of Agreement:

This agreement may be terminated or suspended by the Client or the Firm should the other fail to perform its obligations hereunder. The Firm may terminate or suspend this proposal without cause at no liability to the Owner for delay or damages caused by such suspension or termination of services. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, including all reimbursable expenses.