



February 19, 2026

City of Laredo

Eliud De Los Santos, P.E.
1110 Houston Street
Laredo, Texas 78042

Re: **Amendment No. 2** to the *Barbara Fasken Community Center Pool and Amenities*

Mr. De los Santos,

Thank you for the opportunity to offer this proposal/agreement for Architectural and Engineering Services. We outline below our understanding of the project scope, proposed services, compensation, and other matters:

PROJECT SCOPE

The design for a new pool facility, at the Fasken Community Center, located at 15201 Cerralvo Drive Roads in Laredo, Texas, based on previous designed plans issued as "Fasken Community Center Swimming Pool and Amenities" on 1/16/2020.

- Swimming pool for 40 people that can function for recreational and instructional activities such as swimming lessons, water aerobics, aqua zumba and aqua cycling. It should have a zero depth entrance or ADA access ramp and/or other required accessible features.
The pool area should also include the following:
 - Mechanical room and all necessary plumbing fixtures and piping, pumps, water supply, automatic chlorinator, automatic water leveler, electrical system and other related accessories.
 - Two (2) single occupant Toilet Rooms- one for Women, one of Men
 - Three (3) Changing Rooms
 - Exterior shower
 - Perimeter fencing
 - Path access from existing parking area and accessible connecting path to the Fasken Center with path lighting.

Architect will provide preliminary design plans for Client's review prior to completion of Construction Documents. Any revisions to the original scope of work and design will be "Additional Services" and will be invoiced accordingly.

SERVICES TO BE PROVIDED BY THE ARCHITECT

As detailed on the Services Schedule attached as Exhibit "A" to this proposal and summarized below:

- **Pre-Design Services** for site topographic survey and site observations.
- **Basic Architectural & Engineering Services** for the design and documentation of the project, including architecture, structural, mechanical and electrical systems, and civil engineering;
- **Permitting Services** to address any concerns during plan review, and assist with TDLR / TAS reviews;
- **Contract Procurement Services** to assist you with bidding and obtaining a construction contract;
- **Contract Administration Services** to administer the construction process;
- **Other services:** Architect will provide a electronic file in pdf format of the comprised set of construction documents at the end of the project that includes revisions issued as addendums or architect's supplemental instructions (ASI's).
- **Any other services** not specifically listed in this proposal are excluded.

CHANGES IN SERVICES OF THE ARCHITECT

Changes in Services of the Architect, if required, include:

- Work required beyond the scope of services described in the Services Schedule;
- Items specifically identified as Changes in Service in the Services Schedule;
- Revisions in the Architect's work due to change in instructions or approvals given by the Client;
- Enactment or revisions to codes, laws, ordinances, or official interpretations which necessitate changes in the Architect's work;
- Changes in the scope of the project.

SERVICES/INFORMATION TO BE PROVIDED BY THE CLIENT

- As detailed on the Services Schedule attached as Exhibit "A" to this agreement.
- **Consultants** not specifically included in this proposal must be provided by Owner.
- **Fees** required by local, state, or federal agencies are to be provided by Owner.

COMPENSATION

For the Services indicated in the Services Schedule, a stipulated fixed fee of \$ 74,312.50 (Seventy-four Thousand Three-hundred twelve dollars and fifty cents.)

BASIC ARCHITECTURAL & ENGINEERING SERVICES

• Architectural Services	\$ 24,492.00
• Landscape Architecture / Pool Design	\$ 2,750.00
• Structural Engineering	\$ 4,400.00
• Civil Engineering	\$ 13,013.00
• <u>Mechanical, Electrical, Plumbing Engineering</u>	<u>\$ 4,095.00</u>
Sub-Total	\$ 48,750.00

SPECIAL SERVICES / Other Fees

• Boundary, Topo, Improvement Survey	\$ 4,312.50
• Design Fee Allowance	\$ 20,000.00
• <u>TDLR – ADA review & inspection fees (approx)</u>	<u>\$ 1,250.00</u>
Sub-Total	\$ 25,562.50

TOTAL FEES **\$ 74,312.50**

We anticipate the following additional consulting services will be required for this project:

- Technology/security and surveillance system specialist

Fees for these Consultants can be added to this agreement by addendum when a scope of work for each discipline has been established and Consultants, mutually acceptable to Client and Architect, have been engaged.

The "Total / Basic Services" shall be due as monthly payments based on percentage of completion each month and in phases as follows:

Pre-Design	05	%
Schematic Design/Design Development	10	%
Construction Documents	45	%
Permitting	02.5	%
Bidding/Negotiation	02.5	%
Construction Administration	35	%

The Architect's compensation allocated to Construction Administration services shall be due as equal monthly payments during the construction phase established in the Schedule of Services or in the contract for construction, whichever is less.

For Changes in Service, if any:

On an hourly basis at the Architect's and the Architect's Consultants' standard hourly rates in effect at the time the services are performed. The Architect's current standard hourly rate compensation schedule is attached as Exhibit "B" to this agreement.

For Reimbursable Expenses:

Reimbursable expenses, such as plotting and reproduction of documents (exclusive of intra-office and interdisciplinary coordination prints), preparation and transmission of electronic files (exclusive of interdisciplinary transmission of files between the Architect and the Architect's consultants), fees for governmental reviews, auto travel mileage outside of the County, delivery charges, long distance communication, freight, and expenses incurred in travel and lodging will be billed monthly at 1.15 times the Architect's cost and will be in addition to the above compensation. A current schedule of standard reimbursable expense rates is available from the Architect upon request.

Invoices:

Invoices for the work performed will be submitted each month. Payment is due upon receipt. If payment is overdue beyond thirty (30) days of billing date, carrying charges are guaranteed by Client to be paid at the rate of one percent (1.0%) per month of the amount past due, plus any legal fees or expenses necessary for collection of the delinquent account. If payment becomes more than sixty (60) days past due, we reserve the right to stop work on the project, and any liabilities and/or additional expenses caused by termination of activity will be assumed by the Client.

OTHER PROVISIONS

This proposal is subject to limitations as detailed on the Services Schedule attached as Exhibit "A" to this proposal, including but not limited to the following:

- A maximum of four (4) Client-Architect meetings (*after the date of this agreement*) during the design and documentation of the project is included in the scope of services;
- A maximum of six (12) Architect site visits/field observation reports is included for Contract Administration services;
- A maximum of one (1) Landscape Architect site visits/field observation reports is included for Contract Administration services;
- A maximum of one (1) Structural Engineer site visits/field observation reports is included for Contract Administration services;
- A maximum of one (1) Mechanical/Electrical Engineer site visits/field observation reports is included for Contract Administration services;
- A maximum of two (8) months of construction time (*to Substantial Completion*) is included for Contract Administration Services.

This proposal is subject to change or withdrawal if it has not been accepted and executed by the Client within sixty (60) days.

This Amendment is made pursuant to and in accordance with the Barbara Fasken Community Center Professional Services Contract, dated July 1, 2019. All provisions of the Original Agreement not expressly amended herein shall remain unchanged and in full force and effect, and this Amendment shall be read together with the Original Agreement as a single, integrated document.

The Client and Architect each acknowledge that each of the parties is experienced in business matters of the type which are the subject of this agreement and has relied on his/her own experience and judgment or that of legal counsel in evaluating these terms.

This agreement represents the entire and integrated agreement between the Client and Architect and supersedes any prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument executed by the Client and Architect.

If this proposal is acceptable, please acknowledge by signing and allow it to serve as the basis for our Client-Architect Agreement. We can begin our work when the Agreement has been executed. We look forward to continuing to work with you on this project.

Architect:

Client:



Michael Slay
President
Slay Architecture Co., Inc

Client Name

02/19/2026

Date

Date

Attachments: Exhibit A, Services Schedule
Exhibit B, Hourly Rate Compensation Schedule

xc: contract file

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas, 512.458.4126, has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

SERVICES SCHEDULE
Fasken Community Center Swimming Pool
City of Laredo

EXHIBIT "A" TO CLIENT-ARCHITECT AGREEMENT

dated: 2026.02.19

I. PRE-DESIGN SERVICES

- Site Survey – including topography. Surveyor shall prepare a project survey consisting of topography for the new building site. The platted boundary shall be used as the project boundary but otherwise boundary verification is not included with this work.

II. DESIGN SERVICES

• **Schematic Design**

- The Architect shall provide Design Documents based on previous designed plans issued as "Fasken Community Center Swimming Pool and Amenities" on 1/16/2020..
- The Architect will meet with local Building Department and Risk Management for review of preliminary plans.
- Preliminary Plan Review Conference with Building Department. The Architect shall arrange and attend a preliminary plan review conference with City Plan Review officials to confirm the general conformance of the design of the Project to applicable codes and other regulations.
- The Architect shall provide estimates of probable construction costs, based on similar projects and current market prices.
- The Architect will submit the Preliminary Design documents and information in pdf format.
 - Any substantial revision requests will be considered Additional Services, should these incur additional work for architectural, structural, mechanical and electrical systems.
 - Upon review and approval of the Preliminary Design, the Architect will proceed with the Construction Documents phase.

• **Construction Documents**

- The Architect shall provide Construction Documents setting forth the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish the selection, composition, and quality levels of materials and systems required for the Project.
- Architectural plans and details
- Structural plans and details
- Pool Design plans and details
 - Plans for swimming pool, mechanical room with all required plumbing, piping, and electrical systems, automatic pool chlorinator and automatic water leveler system. Pool plans to include details and specifications.
- Landscape design
 - Provide a plan for a natural water feature to integrate into the overall design; including plans, details and specifications.
- Mechanical, Electrical and Plumbing plans and details
 - Electrical design for building and pool pump equipment, power calculation, miscellaneous power connections, building interior and site lighting and light fixture selection, and telephone/data (rough-in only).
- Civil Engineering plans and details
 - Including site, grading utilities and storm water pollution prevention plans
- Project Manual and Specifications

- The Architect will submit the Construction Documents and Specifications as an electronic file in pdf format.

III. PERMITTING SERVICES

- In connection with the Client's and/or Client's Contractor's responsibility for submitting documents required for City building permitting, the Architect shall respond to questions or comments by City plan reviewers related to the Architect's scope of services.
- Plan submission for review for compliance with Texas Department of Licensing and Regulation (TDLR) and Texas Accessibility Standards (TAS)
 - The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for approval of the Project for accessibility by the disabled by the Texas Department of Licensing and Regulation (TDLR), including forwarding of documents to a Registered Accessibility Specialist (RAS), and reviewing and responding to Reviewer comments, if any.

IV. CONTRACT PROCUREMENT SERVICES

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

V. CONTRACT ADMINISTRATION SERVICES

GENERAL ADMINISTRATION

- Observe the project to become familiar with progress of the work
- The Architect's responsibility to provide the Contract Administration Services commences with the award of the initial Contract for Construction and terminates at the issuance to the Client of the final Certificate for Payment.
- The Architect shall be a representative of and shall advise and consult with the Client during the provision of Contract Administration Services. The Architect shall have authority to act on behalf of the Client only to the extent provided in this Agreement unless otherwise modified by written amendment.
- Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Client and Architect.
- The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings and/or Specifications in need of clarification and the nature of the clarification requested.
- If deemed appropriate by the Architect, the Architect shall on the Client's behalf prepare, reproduce and distribute supplemental Drawings and/or Specifications in response to requests for information by the Contractor.
- The Architect shall interpret and decide matters concerning performance of the Client and Contractor under the requirements of the Contract Documents on written request of either the Client or Contractor. The Architect's response to such requests shall be made in writing with reasonable promptness.
- Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance

by both Client and Contractor, and shall not show partiality to either. The Architect shall not be liable for the results of interpretations or decisions so rendered in good faith.

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

SITE VISITS/ CONSTRUCTION SITE MEETINGS

- The Architect, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Client against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
- The Architect shall attend routine construction progress meetings with the Contractor at the construction site. The Architect shall conduct such meetings, record minutes of the meetings' activities, and distribute minutes to the Client and Contractor.
- The Architect shall attend other special site meetings when required for review of mock-ups, pre-construction conferences, and the like.
- The Architect shall report to the Client known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- The Client shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
- The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have the authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- The Architect is not responsible for general coordination and phasing of the project or construction sequences.

CERTIFICATION OF PAYMENTS TO CONTRACTOR

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

Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

SUBMITTAL REVIEW

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

ADMINISTRATION OF CHANGES IN THE WORK

- The Architect shall prepare Change Orders and/or Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents by issuing an Architect's Supplemental Instruction (ASI).
- The Architect shall review properly prepared, timely requests by the Client or Contractor for Changes in the Work, including adjustments to the Contract Sum and/or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested Changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an ASI and recommend to the Client that the requested change be denied. If the Architect determines that implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Client, who may authorize a Change Order to be prepared.
- The Architect will review and take appropriate action on Contractor's proposed substitution of materials or products, where such substitutions are permitted by the Contract Documents.

SUBSTANTIAL AND FINAL COMPLETION REVIEW

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

VI. GENERAL PROJECT ADMINISTRATION SERVICES

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

VII. INFORMATION / SERVICES PROVIDED BY THE CLIENT

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

- Conduit locations for camera /security system that will be provided by Client
- Special Inspections / Commissioning
- Other consulting services not specifically mentioned in the proposal.

VIII. SERVICES EXCLUDED

- Technology and security systems including but not limited to audio/visual and surveillance systems
- Assistance in Value Engineering (analyze alternate design concepts, materials, and methods) (Additional hourly service)
- MEETINGS: Anything over number of meetings specified in the Sections I, II, III, IV, V, VI with the Owner and/or the Owner's representative during the design phase of the project is not included in this proposal. All additional meetings shall be by the hour at the hourly rates in Exhibit B.
- OUT OF TOWN MEETINGS: Out-of-town meetings and travel expenses are not included in this proposal.
- PLATTING: Platting is not included in this proposal.
- ZONING: The cost for work relating to zoning is not included in this proposal.
- FLOOD STUDY: A flood study or cross sections related to the flood study is not included in the survey of this proposal.
- FIRE FLOW TEST: A fire flow test or the flow analysis required for plan review and obtaining a building permit is not included in this proposal.
- FIELD NOTES/EASEMENT: Legal field notes/easements are not included in this proposal.
- STAKING: The construction staking for structures or parking lots, or the transfer of project elevations is not included in this proposal.
- FEES: This proposal does not include the payment of fees on behalf of the Owner. Applications prepared by the Engineer will be submitted with fees paid by the Owner.
- CODE REQUIRED UPGRADES: If the rehabilitation project triggers Code Required Upgrades, the design of the upgrades is not included in this proposal.
- FINAL PLANS: Any redesign of the Engineer's final plans to accommodate alternates (additive/deductive) shall be considered as additional services.
- OFF-SITE MAINS: The design of off-site utilities required to serve this site is not included in this proposal.
- Any other items not specifically listed in this agreement.



SAN ANTONIO	LAREDO
123 Altgelt Avenue San Antonio, Texas 78201 T: 210-736-3009	9901 McPherson Rd. Ste. 104 Laredo, Texas 78045 T: 956-791-0405

Exhibit "B"

SLAY ARCHITECTURE

2025 Hourly Rates

Principal.....	\$230.00
Sr. Project Manager.....	\$220.00
Project Manager.....	\$180.00
Project Architect.....	\$180.00
Interior Designer.....	\$160.00
Project Coordinator III.....	\$130.00
Project Coordinator II.....	\$120.00
Project Coordinator I.....	\$100.00
Technical / Drafting.....	\$85.00
Administration / Clerical.....	\$75.00
Mileage.....	...GSA Federal Rate in Effect
Reimbursable Expenses.....	cost + 15%

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

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