



10/06/2025

Mr. Eliud de los Santos, PE
City of Laredo
1101 Houston Street
Laredo, Texas 78040

Re: FY25-ENG-11 Health Department Building Improvements- Assessment (Phase 1)

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

Provide an assessment of the existing Health Department facility located at 2600 Cedar Avenue in Laredo, Texas. Possibility to move to Phase II for renovations/additions/new build.

PHASE I- Assessment of Existing Conditions

Visit the building and site to do observations and provide assessment, code compliance analysis and general recommendations with an opinion of probable costs for architectural, building envelope, Mechanical system, electrical system, plumbing system, structural items and Space Needs analysis,.

A. ARCHITECTURAL

1. Measured drawings. Verify existing site conditions from casual visual observation and review of existing documentation provided by Owner. Our team will visit the facility to confirm, document and measure conditions that are inconsistent with the as-built drawings provided by Client. A CAD file drawing will be produced based on the as-built information and the observations made on site that will reflect the current floor plan layout of the facility. This information will be shared with the consultants to use as part of their assessment.
2. Building Code review for current life safety code compliance and ADAAG review for existing buildings.
3. The architect and team will provide general recommendations that address the existing conditions found at the time of the site visit. These recommendations are general in nature and are not meant to represent design solutions or reparations and are not intended to secure bids/proposals and execute repairs or renovations.
4. Preliminary probable cost estimate for renovation and potential expansion/ addition. The Architect's team will provide opinions of probable cost for general planning purposes only.
5. These will be based on current pricing for similar projects and will be based on industry standards and guidelines.
6. A full assessment document will be provided with the compiled information including architectural, building code, structural, mechanical, electrical & plumbing, and space needs and master plan options.

B. STRUCTURAL

Visual observation of the building for signs of structural distress as evidenced by cracks, distortions, etc. No testing or monitoring is planned at this stage, nor invasive investigation. Inaccessible areas that are suspected

of containing problems will be identified for recommended further study. A written report will be prepared of the observations including comments and recommendations. Should the investigation reveal structural problems that require further study, we will identify such and recommend appropriate action including estimates of professional fees required.

C. MEP ENGINEERING

Mechanical Electrical Plumbing Facility Assessment: I. C. Thomasson Associates, Inc. will furnish a mechanical, electrical, and plumbing facility assessment to include equipment condition and make recommendations as follows:

1. Mechanical Systems:
 - a. Field review the existing HVAC equipment, ductwork, and air distribution.
 - b. Document the existing equipment condition. Condition shall be a visual inspection and compared to industry standard life expectancy.
 - c. The assessment will culminate into a written report outlining equipment conditions and recommendations for system improvements.
 - d. Assist architect with the development of scope associated with mechanical system replacement.
 - e. This fee does not include Testing, Adjusting and Balancing. Further field survey efforts and interview staff prior to recommending that TABS as part of the assessment.
2. Electrical Systems:
 - f. Field review the existing electrical switch gear, panels, emergency generator, transfer switches, and service size. Survey does not include thermographic or opening of existing electrical equipment.
 - g. Field survey the existing lighting and lighting control in the building.
 - h. Field review the fire alarm system.
 - i. All field review efforts shall be through visual inspection, no testing services are included in this proposal.
 - j. The assessment will culminate into a written report outlining equipment conditions and recommendations for system improvements.
 - k. Assist architect with the development of scope associated with electrical system, fire alarm, service size, and emergency power requirements.
3. Plumbing Systems:
 - l. Field review of the existing domestic water service, hot water system, plumbing fixtures, storm/roof drain and sanitary system.
 - m. Evaluate the existing domestic water service as it pertains to proposed architectural upgrades.
 - n. The assessment will culminate into a written report outlining equipment conditions and recommendations for system improvements.
 - o. Assist architect with the development of scope associated with plumbing system upgrades.
4. Fire Protection System:
 - a. Evaluate the existing fire protection system.
 - b. Determine if fire protection system upgrades are required based on occupancy, code changes, and owner requirements.
 - c. Coordinate with the civil engineer if a new fire protection service is required to the facility.
 - d. Determine if a fire pump will be required if a new Fire Protection system is required.
 - e. Assist architect with the development of scope associated with plumbing system upgrades.

D. BUILDING ENVELOPE ASSESSMENT

Terracon will visit the site to perform an assessment of the roof and exterior wall systems to collect necessary data to provide repairs and recommendations. The assessment will include:

1. Observe and document the condition of the exterior wall veneer, storefront windows and entry doors, curtain wall systems, roof membrane, roof flashings and roof drainage.
2. Observe where accessible, the underside of the structural roof deck to verify construction type and general condition.

3. Observe roof drainage characteristics including roof slope, conditions, location of primary roof drains, and secondary overflow drains. Please note, roof drainage calculations are not included as part of the scope of work.
4. To determine the composition of the modified bitumen roof systems, ten roof cores will be obtained at select locations. The cores will be obtained with a roof coring bit and will be patched with the core materials and a roof cement patch immediately after the cores have been extracted. These patches should be considered temporary in nature. It is recommended to have permanent repairs made by the roofing contractor that services this facility. Results of the roof core sampling will be presented as part of the written report and will include details of the sample extracted and the observed condition of the sample.
5. Terracon anticipates two days to perform the building envelope. Following completion of field activities, the results will be presented in a written report. The report will include a discussion of the field activities, results of the assessment and representative photographs.
6. To better understand the drainage conditions that may be contributing to the erosion within the crawlspace, Terracon will perform a partial relative floor elevation survey of the north sidewalk and a portion of the asphalt pavement located adjacent to the north side of the main building. Terracon will use the data collected to create an elevation contour map and isometric map of the floor surface. This data will be used to identify surface grading and drainage conditions.

E. SPACE NEEDS ASSESSMENT / MASTERPLAN

1. Identify current and future space needs for each department.
2. Evaluation of the efficiency of existing workspaces for each Department.
3. Assess whether or not the current facility can be modified to meet those needs.
4. Assess the potential expansion/addition for a new auditorium building, and potential repurposing of existing auditorium space.
5. Prepare a short, mid-range and long term recommendations on space requirements.
6. Develop options that facilitate efficient workspaces now and in the future with recommendations but not limited to new construction, best use of existing facilities, acquisitions of property for future expansion.
7. Develop Masterplan Options.
8. Develop budgetary cost estimates for related capital planning.
9. Deliverable documents include:
 - a. Program of space needs for each department studied at short, mid-term and long-term time frames.
 - b. Graphic representations of current locations of each department/use.
 - c. Graphic representation of proposed master plan options.
 - d. Budgetary cost estimates for options
 - e. Powerpoint and written Report with space needs and graphics of process and recommendations.

F. SERVICES EXCLUDED

- Civil engineering
- Energy Efficiency Analysis
- Acoustic Engineering analysis
- Any other service not specifically mentioned in this proposal.

PHASE II: ARCHITECTURAL BASIC SERVICES (To be determined)

Design and Construction Administration

Building Renovation/Remodeling- Architectural/Engineering design service scope of work is to be determined and based on the findings and recommendations of the assessment report.

COMPENSATION

PHASE I:

For the Services indicated in the Services Schedule (Exhibit "A"), a stipulated fixed fee of \$316,870.00
(Three-hundred Sixteen Thousand Eight Hundred Seventy dollars.)

PHASE 1- BUILDING ASSESSMENT

☐ Architectural Assessment	\$ 28,000.00
☐ Structural Assessment	\$ 5,400.00
☐ MEP Assessment	\$ 42,210.00
☐ Building Envelope Assessment	\$ 22,770.00
☐ Space Needs Assessment/ Masterplan	\$ 189,040.00
Subtotal fees	\$ 287,420.00

OTHER SERVICES

☐ Asbestos /Lead-Containing Paint Survey	\$ 21,450.00
☐ Measured Drawings	\$ 8,000.00

TOTAL FEES \$ 316,870.00

These fees reflect the following assumptions, to be provided in Phase II:

After the assessment is completed, a determination will be made as to whether or not a civil surface study is required.

PHASE 2- DESIGN AND CONSTRUCTION ADMINISTRATION

TBD

For the Architect's Basic services described in Exhibit "A", compensation for a renovations to existing building will be 9.5% of construction cost, OR 7% of construction cost for a new building plus owner provided surveys, geotechnical engineering, hazmat report and other associated items, optional services and reimbursables.

SERVICES TO BE PROVIDED BY THE ARCHITECT

As detailed in the Scope of Work to this proposal and summarized below:

- **Architectural & Engineering Services** for the assessment report, including architecture, mechanical, plumbing & electrical systems, tunnel and civil engineering to address drainage.
- **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

- **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.
- Owner must provide any other documents required to describe existing conditions of the project. Our work will be prepared based on the documents that you furnish to us.

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..

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

Our construction drawings will be produced utilizing computer-aided design and drafting equipment (CAD). We will not be liable for the accuracy or completeness of drawings and specifications until the final documents, bearing the Architect's seal and signature, are issued by the Architect to the Contractor for construction of the project. We will not be liable for the completeness or accuracy of drawings or other documents provided on electronic media, if any.

All drawings, specifications, computer files, reports, field data, notes, and other documents prepared by the Architect and the Architect's consultants, for this project are Instruments of Service. The Architect and Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

The Client may terminate this agreement, with or without cause, by notifying the Architect in writing. In this event, the Architect's total compensation due would be for the portion of the Architect's services provided and expenses incurred to the date of the Architect's receiving such written notice. The Architect reserves the right to terminate for cause, with seven (7) days written notice.

The Client and Architect have considered the risks, rewards and benefits of the project when establishing the Architect's total fee for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, costs, damages of any nature whatsoever or claims or expenses arising out of this agreement from any cause or causes, including attorney's fees, shall not exceed the total amount of the fee paid to the Architect (excluding any fees paid to consultants), or \$250,000.00, whichever is less. Such causes include, but are not limited to, the architect's gross negligence, strict liability, or breach of contract.

The Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

Services performed under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under

Slay Architecture
Health Department Renovations Assessment

similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or other Instrument of Service of the Architect.

Architect will coordinate Architect's work that of the engineers and other consultants, but each consultant will be directly responsible for the timeliness, accuracy and completeness of the consultant services performed.

If the scope of the project or required services change as a result of occurrences or discoveries that were not originally contemplated by or known to the Architect, the contract shall be renegotiated. The Architect shall identify the changed conditions and the owner shall promptly and in good faith enter into renegotiation of this agreement. If renegotiated terms cannot be agreed to, the Client agrees that the Architect has an absolute right to terminate this agreement.

The Client waives any claim against the Architect for the Architect's recommending or otherwise participating in the selection of the contractor who, for any reason, displeases the Client.

The Client stipulates and agrees that the drawings, contract documents and other work prepared and services performed by the Architect shall constitute a part of the work as defined by the State Constitution and Statutes.

The Architect does not warranty his work to be perfect and without fault. In the preparation of designs, drawings and specifications, errors and omissions may inadvertently be made by the Architect. Any error or omission by the Architect shall be corrected in the drawings by the Architect at no additional cost to the Client.

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.

Client:

Slay Architecture:

Eliud de los Santos, P.E.
Engineering Dept. Director
City of Laredo

Michael Slay, CEO
Michael Slay, CEO
Slay Architecture
10/06/25

Date

10/06/2025
Date

Attachments: Exhibit A, Scope meeting minutes and Services Schedule (6 pages)
Exhibit B, Hourly Rate Compensation Schedule

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
FY25-ENG-11 Health Department Building Improvements- Assessment (Phase 1)
Laredo, Texas

EXHIBIT "A" TO CLIENT-ARCHITECT AGREEMENT
dated: 2025.10.06

I. ASSESSMENT REPORT

A. ARCHITECTURAL:

1. The architect will serve as the main contact and coordinator for the team that includes structural, MEP, and space needs consultant.
2. Existing conditions assessment: The architect will provide an assessment report of the existing building conditions. The criterion for evaluation will be based on a building of similar use. The information and recommendations will be based on conditions which existed at the time of the investigation only, and do not include any changes in conditions which may have occurred since the investigation, or which may occur in the future. The report is not intended to be used to secure bids or proposals to execute repairs or renovations to the existing building. The report will include observations made on the following: life safety and building code analysis, interior partitions, interior finishes.
3. Code compliance: The architect will provide a basic code analysis using the following code references:
 1. 2021 IBC -International Building Code (exits, fire safety, etc)
 2. 2021 International Existing Building Code
 3. 2012 Texas Accessibility Standards- accessibility
4. Recommendations: The architect and team will provide general recommendations that address the existing conditions found at the time of the site visit. These recommendations are general in nature and are not meant to represent design solutions or reparations not should they be used to secure bids/proposals and execute repairs or renovations.
5. Opinion of Probable Cost: the architect's team will provide an opinion of probable cost for general planning purposes only. These will be based on current pricing for similar projects, and will be based on industry standards and guidelines.
6. The architect will compile the information from the disciplines and consultants mentioned below into an assessment report document.
7. The architect will coordinate the meeting(s) to present the information to stakeholders.

B. BUILDING ENVELOPE ASSESSMENT

Terracon will visit the site to perform an assessment of the roof and exterior wall systems to collect necessary data to provide repairs and recommendations. The assessment will include:

1. Observe and document the condition of the exterior wall veneer, storefront windows and entry doors, curtain wall systems, roof membrane, roof flashings and roof drainage.
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 - d. Determine if a fire pump will be required if a new fire protection system is required.
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STRUCTURAL:

Visual observation of the building for signs of structural distress as evidenced by cracks, distortions, etc. No testing or monitoring is planned at this stage, nor invasive investigation. Inaccessible areas that are suspected of containing problems will be identified for recommended further study. A written report will be prepared of the observations including comments and recommendations. Should the investigation reveals structural problems that require further study, we will identify such and recommend appropriate action including estimates of professional fees required.

1. Observe existing building visually from the foundation to the roof structure to determine structural conditions.
2. Provide an assessment report. Based on the findings.

SPACE NEEDS

1. Task 1 Kickoff and Background
 - a. Prepare meeting/questionnaire/ distribute
 - b. Gather/develop plans for walkthroughs
 - c. Develop space codes/ official sizes
 - d. Review info to prep for meetings
 - e. Kick off meeting/questionnaire / meet with core group/ tour existing bldgs. & departments, sites
 - f. gather information/ code
 - g. Org. charts / staff projections
2. Task 2 Space Needs
 - a. Input data/ Prepare for meetings from questionnaires
 - b. First round of meetings/ discuss staffing/ preliminary space needs
 - c. Input usage data
 - d. Review/ update/ compare
 - e. 2nd round of meetings / Identify preliminary needs
 - f. Develop total for options
 - g. Develop prelim. planning options
 - h. Present prelim options/ charrette – work through options with core group
 - i. Review and update
3. Task 3 Master Plan
 - a. Develop Master Plan Options/ Budgets
 - b. Review Master Plan Options/ meet with core group
 - c. Review and update
 - d. Review Master Plan Options/ meet with core group
 - e. Review and update
 - f. Finalize Master Plan Options/Budgets
 - g. Prepare final documents
 - h. Final presentations.

II. SPECIAL SERVICES

- Measured drawings of existing building
- Hazardous Material Assessment and/or Abatement

III. INFORMATION / SERVICES PROVIDED BY THE CLIENT

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

- Special Inspections / Commissioning
- As-built drawings
- HVAC Testing & Balance Reports (when needed)

IV. SERVICES EXCLUDED

- HVAC Testing and Balancing Reports
- Civil engineering
- Acoustic Design & Engineering
- 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.