

**.XA | COLLECTIVE**  
**Single Use Service Order**  
**City of Laredo**  
**Animal Care Clinic**

This SERVICE ORDER is made as of the 25<sup>th</sup> day of the 6<sup>th</sup> month in the year 2025.

BETWEEN the Owner or Owner Representative:

Ramon Chavez, City Engineer  
City of Laredo  
1110 Houston Street(2<sup>nd</sup> 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](mailto:raulg@xacollective.com)  
512.773.3070

## **PROJECT INFORMATION**

The design of a new Clinic Building located in the City of Laredo Animal Care Services campus. The New clinic will be +/- 3,000 sqft and will include Waiting Room, Prep Room, X-Ray Room, Surgery Room, Pack Room, Cat Holding Room, Dog Holding Room, Laundry Rom along with a Meeting Room, Waiting Room, One (1) Office, and Two (2) Restrooms.

**PROJECT TEAM**

Architect	XA COLLECTIVE
Civil Engineer	KIMLEY-HORN
MEP	DBR
Structural	R-S-C-R
Landscape	KIMLEY-HORN
Cost Estimation	OX CONSULTING

**PROJECT SERVICES****SERVICE 1 – Programming and Schematic Design**

- The Design Team shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
  - If program has not been furnished by the owner, the architect shall develop a program with the assistance owner and/or owner representatives.
- If provided, The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Tenant site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project.
- The Design Team shall notify the Owner of any inconsistencies discovered in the information, and other information or consulting services that may be reasonably needed for the Project.
- If required, The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- Design Team shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Test-Fit.
- Based on the Owner's approval of the Test-Fit, the Architect shall prepare Schematic Design Documents for the Owner's approval.
  - Preliminary Floor plans
  - Building sections

- Major construction materials shall be noted on the drawings or described in writing.
- The Design Team, through the Architect, shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.
- Total number of Schematic design meetings included in this service, 3.

### **Service 2 – Design Development**

- On the Owner's approval of the Schematic Design Documents, the design team shall prepare Design Development Documents for the Owner's approval.
- The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents.
  - Improved Floorplan
  - Ceiling Plan
  - Finish Plans
  - Wall Sections
  - Interior Elevations
  - Diagrammatic Layout of lighting plan
- The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.
- Total number of Design Development meetings included in this service, 3.

### **Service 3 – Construction Documents**

- On the Owner's approval of the Design Development Documents, the design team shall prepare Construction Documents for the Owner's approval.
- The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
- The Construction Documents shall illustrate and describe the development of the approved Design Development Documents.
  - Final Floorplan
  - Final Ceiling Plan
    - Ceiling Details
  - Final Finish Plans
    - Finish Schedule

- Roof Plan
- Door Schedule, Window and Door Legend
- Wall Sections
- Section Details
- Interior Elevations
  - Millwork elevations and Details
- Final Lighting Layout
- The Design Team shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- The Architect shall submit the Construction Documents to the Owner, and request the Owner's approval.
- Total number of Construction Document meetings included in this service, 4.

#### **Service 4 – Construction Phase**

- The Architect to advise and consult with the Owner during the Construction Phase Services.
- The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the 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 or of any other persons or entities performing
- The Design Team shall review submittals from the contractor, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- The Architect shall visit the site at intervals appropriate to the stage of construction. For the purposes of this proposal, this includes Site visits for each pay application and a substantial completion walk through with the owner..
- Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known

deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

- If appropriate, The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**COMPENSATION**

The Design Team will provide the Total services outlined above for a stipulated lump sum of **\$149,700.00** based on +/- 12.5% of Total Construction cost set at \$1,178,800.000.

<b>Project Fees</b>	
Architectural	\$ 55,700.00
MEP	\$ 17,000.00
Structural	\$ 12,000.00
Civil	\$ 44,000.00
Landscape	\$ 18,500.00
Cost Estimation	\$ 2,500.00
Total Fee	<b>\$ 149,700.00</b>

**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

- 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
- Food Service Planning
- Energy Modeling
- Fire Protection Consultant

## **Exclusions**

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

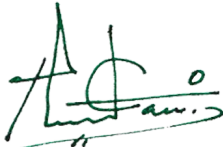
- Survey
- Destructive Investigation
- Geotechnical Engineering
- Metes & Bounds and Topographical Land surveys
- Facility Condition Assessments
- Hazardous Material Testing, survey, and removal

## **REIMBURSABLE EXPENSES:**

Reimbursable Expenses are included in the total fees.

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-MBA  
XA Collective, LLC., Partner



06/25/2025

Raul G Garcia, AIA-MBA

Date

Approved By:

Ramon CHAVEZ, City engineer  
Client Name

Date

*Signature approval constitutes a Notice to Proceed to 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.