



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 10/07/2025

Item Title: AIA Document C103-2015 Agreement X Action
With Green, Rubiano & Associates Information
Sams Memorial Stadium Structural Repairs Discussion

BACKGROUND:

On May 6, 2025 Green, Rubiano & Associates presented to the school board the structural assessment report conducted at Sams Stadium. The report included recommendations on structural maintenance repairs to prolong the life of Sams Stadium. Administration recommends accepting the contract submitted by Green, Rubiano & Associates to proceed with engineering design, drafting & contract administration, and construction administration.

- Attached is the following document:
AIA Document C103-105 Agreement

FISCAL IMPLICATIONS:

197 Local Funds \$300,000.00 for all three phases

RECOMMENDATION:

Recommend approval to accept the agreement submitted by Green, Rubiano & Associates, for the Sams Memorial Stadium Structural Repairs.

Alonso Guerrero/
Submitted by: Principal/Program Director

Alonso Guerrero/
Recommended by: Health Services/Operations

Miguel Salinas/
Reviewed by: Staff Attorney

Mary D. Garza/
Approved by: Interim Chief Financial Officer

Approved for Submission to Board of Education:

Jesús H. Chávez
Dr. Jesus H. Chavez, Superintendent

AIA® Document C103® – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 3rd day of September in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521
(956)-698-2400

and the Consultant:
(Name, legal status, address, and other information)

Rolando Rubiano Principal
Green, Rubiano & Associates
1220 West Harrison
Harlingen, Texas 78550
(956)-428-4461

Consultant's discipline:

Structural Engineering

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Structural Engineering for the Brownsville Independent School District (BISD) Sams Memorial Stadium Structural Repairs
Consultant will provide Consulting Services, Design, & Project Administration as Outlined in RFQ #24-127. For Sams Memorial Stadium Concrete Structure.

The Owner and Consultant 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.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Consultant will provide Structural Engineering Services as outlined in RFQ 24-127 for repairs associated with Sams Memorial Stadium. Procurement method Competitive Sealed Bid Proposals.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
Unknown of time of execution
- .2 Date for commencement of construction:
Unknown of time of execution
- .3 Substantial Completion date:
Unknown of time of execution
- .4 Other milestone dates:
Unknown of time of execution

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

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ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Structural Engineering Services, as described in Green, Rubiano and Associates (GRA's) structural engineering proposal for reference project. GRA will provide structural engineering design, drafting and contract administration services for structural repairs recommended in GRA's structural assessment report titled "Visual Concrete Structure Evaluation of Sams Memorial Stadium dated April 4, 2025, written for BIRD.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Rolando Rubiano Principal
Green, Rubiano & Associates
1220 West Harrison
Harlingen, Texas 78550

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and one million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than one million (\$ 1,000,000.00) per claim and one million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than five hundred (\$ 500,000.00).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00) per claim and one million (\$ 1,000,000.00) in the aggregate.

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§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

(Check one or both selections below.)

- [X] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- [] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) (Describe the deliverable(s))	Time Limits (Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.
(List name, address, and other information.)

Alonso Guerrero, RN, MSN
Health & Operations Director
Brownsville Independent School District
1900 Price Road

Brownsville, Texas 78521
(956)-698-2400
email: mhinojosal@bisd.us

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. Upon Consultant's request, the Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall provide prompt written notice to the consultant if the owner becomes aware of any fault or defect in the project, including errors, omissions, or inconsistencies in the consultants services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants 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 copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the

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prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the commencement of litigation. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation in accordance with the provisions of Tex Civ Prac @ Rem Code Sec. 154.023. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a suit or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 6.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other. *(Specify)*

§ 6.3 Arbitration

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services

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under this Agreement in accordance with the provisions of Texas Government Code Chapter 225. If the Consultant elects to suspend services, the Consultant must give the required written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 7.7 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

(Paragraph deleted)

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation)

GRA's Compensation for Structural Engineering Services shall be as follows:

Structural Repairs, Drafting & Contract Administration Services (through bidding & negotiations).....	\$280,000.00
Contract Administration Services Phase I, includes steel guardrail and bleachers underside repairs noted in engineer's report	\$ 20,000.00
Total:	\$300,000.00

Compensation of services described on Article 1 in the amount of \$300,000.00, estimated owner's Phase I, II & III construction cost not including Consultant's compensation is \$3,500,000.00.

Note: Engineers compensation is on a fixed fee proposal for Structural Engineering Design, and Construction Administration Services strictly for the scope of work outlined and for the estimated opinion of probable construction cost.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Not Applicable

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not Applicable

Employee or Category

Rate

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§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice in accordance with the Texas Government Code 2251.
(Paragraph deleted)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

(Paragraphs deleted)

§ 8.6 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

§ 8.6.5 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.
Not Applicable

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential

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Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™ 2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2014, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:
- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement)

Federal and State Contract Provision Certifications:

Contract Termination Provisions
Equal Employment Opportunity
Davis-Bacon Act
Contract Work Hours & Safety Standards Act
Rights to Inventions by Nonprofit Organizations & Small Business Firms
Clean Air Act/Federal Water Pollution Control Act
Debarments & Suspension (EO 12549 & 12689)
Byrd Anti-Lobbying Amendment
Records Retention Requirements
Energy Policy & Conservation Act and ASHRAE Standards (34 CFR 75.616)
Buy American Provisions
Access to Records

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

OWNER (Signature)

Dr. Jesus Chavez, BISD Superintendent
(Printed name and title)

CONSULTANT (Signature)

Heriberto Cavazos, P.E., Managing Partner
(Printed name and title)

09/04/2025

Init.



Brownsville Independent School District

Agenda Category: Bids / Proposals Board of Education Meeting: 05/07/2024

Item Title: RFQ #24-127 Texas Department of Insurance (TDI) X Action
Windstorm Inspection and Structural Engineering Information
Services District-Wide Discussion

BACKGROUND:

On April 11, 2024 the BISD Purchasing Department received a Statement of Qualifications packages from (5) vendors for RFQ #24-127 Texas Department of Insurance (TDI) Windstorm Inspection and Structural Engineering Services District-Wide. On April 16, 2024, the ranking committee members evaluated the eight (5) qualified vendors and selected the three (3) highest scores for a recommendation.

In no random order, Green-Rubiano & Associates, Inc. of Harlingen, Texas, AMTECH Solutions, Inc. Dallas, Texas, and Solorio, Inc. of Mission, Texas have been recommended for the Texas Department of Insurance (TDI) Windstorm Inspection and Structural Engineering Services District-Wide, with an option to renew for two additional years. The recommended vendors will be retained on a rotation basis. The vendors will be requested to submit a service fee to negotiate for the above-mentioned services on a project-by-project basis. Year one(1) of a three (3) year contract.

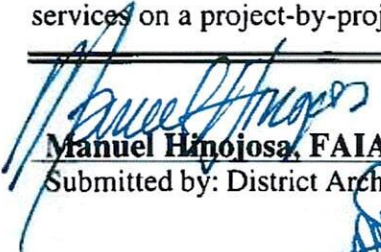
- Five (5) RFQ's were received

FISCAL IMPLICATIONS:

To be determined on a project-by-project basis.

RECOMMENDATION:

Recommend awarding RFQ #24-127 Texas Department of Insurance (TDI) Windstorm Inspection and Structural Engineering Services District-Wide, to Green-Rubiano & Associates, Inc. of Harlingen, Texas, AMTECH Solutions, Inc. Dallas, Texas, and Solorio, Inc. of Mission, Texas, with an option to renew for two additional years. Additionally, to authorize the Administration to negotiate and execute the contract for aforementioned services on a project-by-project basis. Year one(1) of a three (3) year contract.

 
Manuel Hinojosa, FAIA / Rosario Peña

Submitted by: District Architect / Purchasing Director

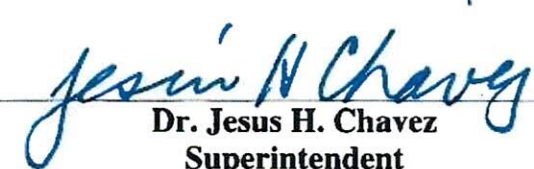

Alonso Guerrero

Recommended by: Health Services & Operations


Alejandro Céspedes

Approved by: CFO

Approved for Submission to Board of Education:


Dr. Jesus H. Chavez
Superintendent

When Necessary, Additional Background May Follow This.



Policy Number:

Date Entered: 02/17/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME: RISKPRO Insurance Agency, LLC	
	PHONE (A/C, No, Ext): () - FAX (A/C, No): () - E-MAIL ADDRESS:	
INSURED Green, Rubiano & Associates 1220 W. Harrison Ave. Harlingen, TX 78550	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: SENTINEL INSURANCE COMPANY, LIMITED	11000
	INSURER B: Great Midwest Insurance Company	18694
	INSURER C: Hartford Fire Insurance Company	19682
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒		46 SBM AF3024	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒		46 UEC ZF3998	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46 WBC AW0Y51	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AE-GM-0000377-02	09/01/2025	09/01/2026	each claim: \$1,000,000 aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

Certificate holder is an additional insured regarding the General and Auto Liability as required by written contract, but only respects operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Brownsville Independent School District 1900 Price Road Brownsville, TX 78521	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Brownsville Independent School District

Agenda Category: Conference Presentation

Board of Education Meeting: 05/06/25

Item Title: Structural Report of Sams Memorial Stadium

X	Action Information Discussion
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BACKGROUND:

Report on the findings for the structural assessment of Sams Memorial Stadium.

Alonso Guerrero/ 
Submitted by: Principal/Program Director

Alonso Guerrero/
Recommended by: Health & Operations Director

Alejandro Cespedes
Approved by: Chief Officer

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez, Superintendent

GREEN, RUBIANO & ASSOCIATES

Structural Engineers
Firm Registration #: F-4145



Sams Memorial Stadium
1 Boulevard of Champions
Brownsville, TX 78520

Visual Concrete Structure Evaluation of Sams Memorial Stadium

Prepared for:
Brownsville Independent School District
1900 E Price Road,
Brownsville, TX 78521

Prepared by:
Mr. Rolando R. Rubiano, P.E.
Green, Rubiano and Associates
1220 W Harrison
Harlingen, TX 78550

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Sams Memorial Stadium

Visual Concrete Structure Evaluation of Sams Memorial Stadium

Background and Scope

At the request of the Brownsville Independent School District, Green, Rubiano and Associates (GRA) was asked to conduct a structural assessment of the reinforced concrete structure of the Sams Memorial Stadium at 1 Boulevard of Champions in Brownsville, Tx. The purpose of the structural assessment was to identify the current condition of the structure. GRA conducted a site visit to visually observe the current condition of the concrete structure and perform a review of the findings.

The Sams Memorial Stadium was constructed circa the early 1950's and features two sets of bleachers: the home side (East) and the visitors side (West). Beneath the home side bleachers, there are multiple storage rooms, concession stands, offices, and restrooms. Above the home side bleachers, seating sections A through I are found, with a press box concrete structure between seating sections D and F, as well as a concrete roof slab between seating sections B and F above the press box. Alternatively, beneath the visitors' side bleachers, there are restrooms and multiple storage rooms, and above are seating sections J through Q. Based on record drawings provided by BISD, the structural framing consists of stem walls, one-way slabs, girders, and columns. The one-way slabs appear to have a 4" thickness. The sizes of the columns range from 14" x 14" to 30" x 30". The dimensions of the east stands are approximately 69 feet wide by 340 feet long. The dimensions of the west stands are approximately 53 feet wide by 338 feet long.

This report provides a summary of the findings regarding the current condition of the concrete structure at Sams Memorial Stadium and guard railing along the perimeter of the bleachers as well as the railing around the handicap designated areas.

Record Drawing Review

The following documents were reviewed by GRA in preparation of the assessment and this report:

Drawings

- Phelps & Dewees & Simmons, conformed set of drawings dated May 25, 1953.

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Field Observations

GRA visited Sams Memorial Stadium on September 27, 2024 for the purpose of an initial site visit and meet with the Sams Stadium staff. Additionally, GRA staff visited Sams Memorial Stadium on October 15-16, 2024, to perform visual observations and field measurements of any damage to the concrete structure. Finally, GRA visited the site two more times on October 25, 2024 & October 29, 2024, for a continued visual observation of certain elements. The site observation and field measurements were limited to walking the top and bottom of the bleachers on East and West stands, visual observations of the one-way slabs, bleacher beams, girders, columns, guardrails, louvers and press box roof underside and top side. However, certain areas within the stadium were not accessible, which limited GRA's ability to perform observations in those locations.

GRA was able to observe the top section of the bleacher stands from seating sections A through Q. These areas included walkway slabs, steps, bleacher beams, stem walls and guard rails along the perimeter, press box slab, press box roof underside and topside.

On the home side (East), half of the bleachers' undersides were exposed and could be observed by GRA. Several bleachers on the underside of the lowest section of the bleachers had limited access due to storage units. The highest section of the bleachers' underside was observed via a roof access point above the locker rooms and offices located underneath the stands.

On the visitors' side (West), the majority of the elements located on the underside of the stands were exposed, with the exception of several underside walkway slabs enclosed by CMU walls within the storage rooms. Additionally, several bleacher beam undersides located inside the restrooms were not visible.

Field Findings

Field observations revealed the presence of cracks throughout various elements of the concrete structure, but these cracks were minimal in nature, due to the natural process of concrete shrinkage. In-between seating sections along the step line, shallow depth cracks were found with no visible sign of rebar exposure. Shallow depth cracks were found spanning parallel to the bleacher beams with no visible sign of exposed rebar.

At multiple locations on both the topside and underside of the bleacher beams, exposed rebar and instances of spalling could be seen. Exposed rebar was present in several locations with moderate corrosion due to weather exposure. Efflorescence was present on several bleacher beams underside at the West stands. In one location within section Q, two bleacher beams appear to have significant spalling and exposed rebar with extensive corrosion. These bleacher beams are supported by a CMU wall located beneath them.

The stem walls along the perimeter appeared to be in good condition throughout the home and visitors' bleachers. At multiple locations, base plates of the guard rails above perimeter stem walls appeared to have severe oxidation at both the home and visitors' bleacher sides. At the

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visitors' bleacher side, along seating sections J through N, several base plates and railing tubes appeared to be completely corroded and had no stem wall-to-guard rail connection.

The majority of the girders seem to be in good condition, with the exception of a few cases where exposed rebar with minor corrosion and shallow depth cracking was present.

Multiple columns appeared to have spalling and exposed rebar. In some instances, the exposed rebar showed signs of moderate corrosion.

The majority of the press box slab and walls appeared to be in good condition with minor cracks. In two locations of the press box roof slab, about 30 square feet of patching seemed to be present. Based on the record drawings it appears that these repairs were caused by the removal of two light poles. Several louver concrete beams have spalling and exposed rebar with moderate corrosion. Multiple concrete columns supporting the press box roof slab appeared to have minor spalling, and steel pipe columns supporting the press box roof slab appeared to be in good condition.

Findings Documentation

GRA's findings are documented on GRA's drawings dated 04-04-2025. These set of drawings include sheets:

- S-001 – Cover Page
- S-002 – Key Plan for East Stands
- S-003 – Key Plan for West Stands
- S-101 – East Stands Upper Plan - Unit A
- S-102 – East Stands Upper Plan - Unit B
- S-103 – East Stands Upper Plan - Unit C
- S-111 – East Stands Underside Plan - Unit A
- S-112 – East Stands Underside Plan - Unit B
- S-113 – East Stands Underside Plan - Unit C
- S-121 – East Stands Column and Girder Plan - Unit A
- S-122 – East Stands Column and Girder Plan - Unit B
- S-123 – East Stands Column and Girder Plan - Unit C
- S-131 – Press Box Roof Slab Upper and Underside Plan
- S-141 – West Stands Upper Plan - Unit A
- S-142 – West Stands Upper Plan - Unit B
- S-143 – West Stands Upper Plan - Unit C
- S-151 – West Stands Underside Plan - Unit A
- S-152 – West Stands Underside Plan - Unit B
- S-153 – West Stands Underside Plan - Unit C
- S-161 – West Stands Column and Girder Plan - Unit A
- S-162 – West Stands Column and Girder Plan - Unit B
- S-163 – West Stands Column and Girder Plan - Unit C
- S-201 – East Stands Distress Quantities
- S-202 – West Stands Distress Quantities

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Analysis

Following the observation and considering the location, extensiveness, and severity of the affected elements, no condition appears to present a structural stability concern or limitation to the original load carrying capacity of the bleacher structures. The field findings do indicate the need for extensive concrete element repairs to manage and maintain serviceability of the structure and to control overhead falling debris risks from spalled concrete sections located under the bleachers and in the press box. The existing conditions do not impose any safety risks to the continued use of the facility and the overall integrity of the structure seems to be in good condition. The distress conditions identified on the noted drawings should be addressed promptly to continue the service life of Sams Memorial Stadium.

Closing Summary

The opinions presented in this report are based on GRA's comprehensive evaluation of the concrete structure. This structural assessment consisted of a visual examination of the structure's elements to identify any visible signs of deterioration or damage, including cracks, spalling, exposed rebar, and other potential distresses posing an impact to the structural integrity of the structure. However, it is important to note that there may be conditions that were not detected by GRA due to the limited access in certain areas of the structure.

Based on the visual observations of the exposed elements and the results of our finding, the building appears to be structurally stable and in good serviceability standing. No major issues were identified that would pose a structural concern for the overall stability of the structure. However, it is recommended that periodic observations be conducted to monitor the condition of the facility over time.

Recommendations

Although the facility does not currently present any immediate structural concern, it is strongly recommended that the repairs of the affected areas be addressed without delay to reduce the damage found in the affected elements. This will aid in preventing any further deterioration of damage from worsening over the years. Furthermore, a monitoring program for the structure is recommended to confirm the deterioration progress of the element is reduced and create a preventive plan to address potential future concerns. Following these steps will not only protect the overall integrity of the structure but also contribute to its long-term stability.

Assessment Limitations

GRA's observations, findings and opinions are limited to a review of available construction documents and limited visual observations of the existing site and facility conditions. GRA

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reserves the right to modify the findings within this report should additional information be provided in consideration of this matter.

We appreciate the opportunity to be of service to BISD. Should you have any questions concerning the observations or findings included in this report please do not hesitate to contact us.

Respectfully,



Rolando R. Rubiano, P.E.
Senior Partner

Attachments

Photographs 1 through 12

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Photo #1: Column is Experiencing Spalled Concrete and Exposed Rebar.



Photo #2: Column is Experiencing Spalled Concrete.

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Photo 3: West Stands Bleacher Beam Underside Showing Exposed Rebar with Extensive Corrosion.



Photo 4: East Stands Bleacher Beam Underside Showing Delamination and Spall with Moderate Corrosion.

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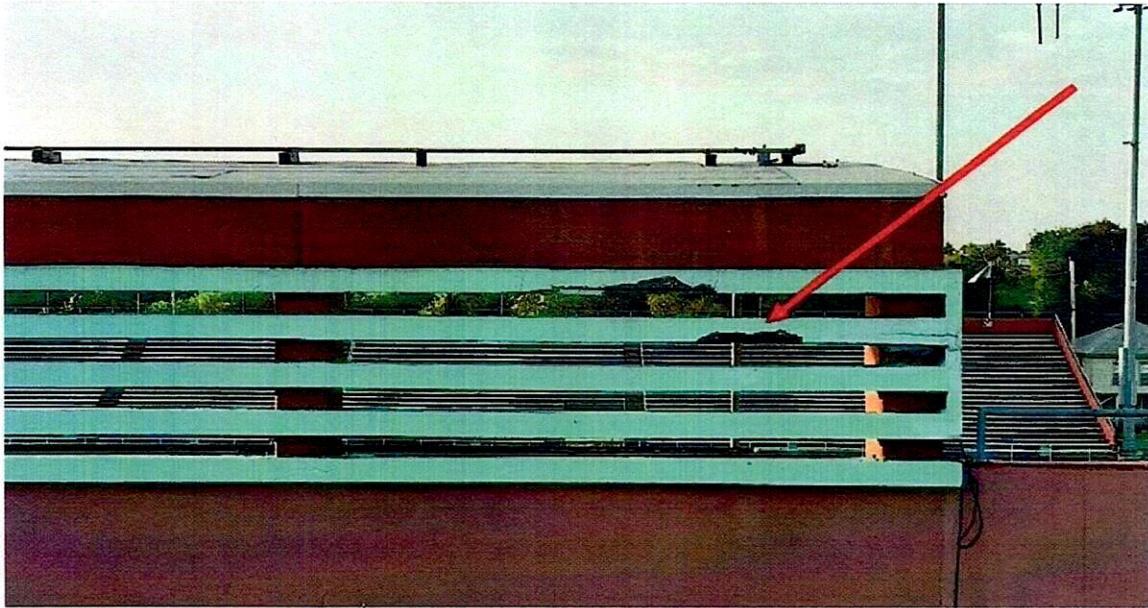


Photo 5: Louver on Press box Showing Exposed Rebar with Minor Oxidation.



Photo 6: Zoomed In Photo of Louver on Press box Showing Exposed Rebar with Minor Oxidation.

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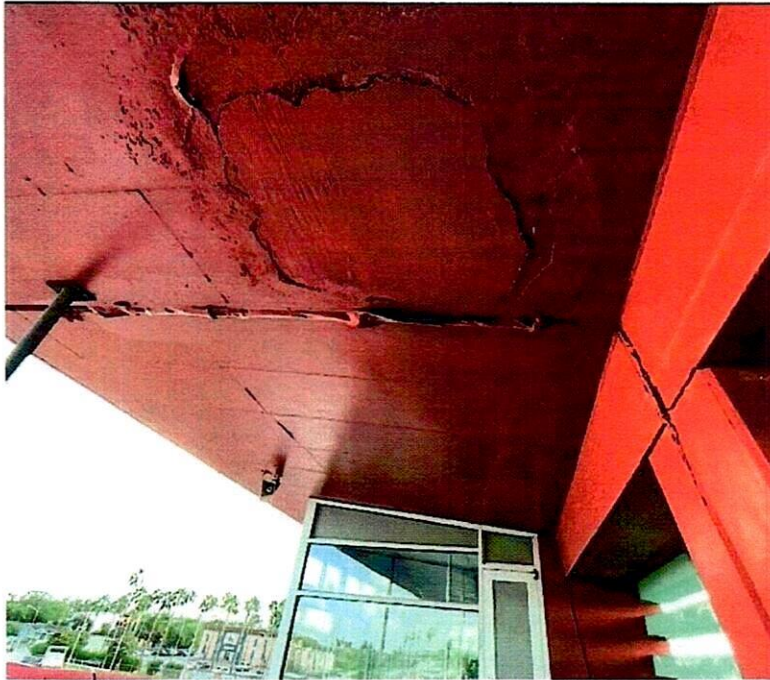


Photo 7: Patch of Roof Slab Underside due to Removal of Light Pole. Patch is Suspect to poor Adhesion and Posing a Potential Hazard of Becoming Falling Debris.



Photo 8: Guard Rail Base Plate showing Severe Corrosion.

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Photo 9: Guard Rail Base Plate Showing Severe Corrosion.

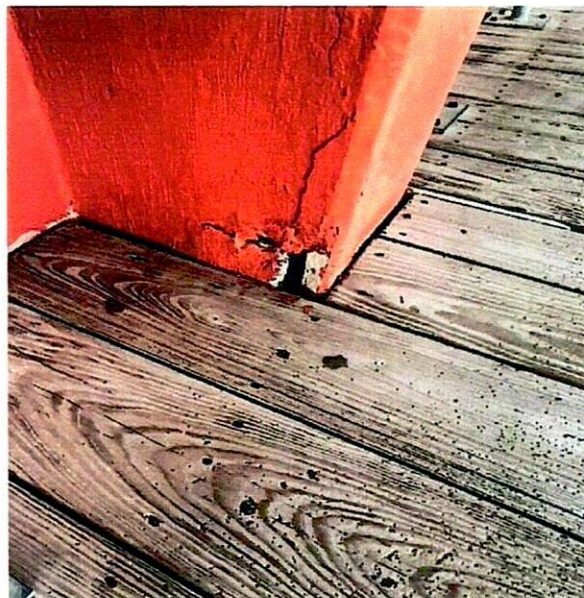


Photo 10: Pressbox Column Showing Spalling.

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Photo 11: Bleacher Beam Topside Showing Exposed Rebar.

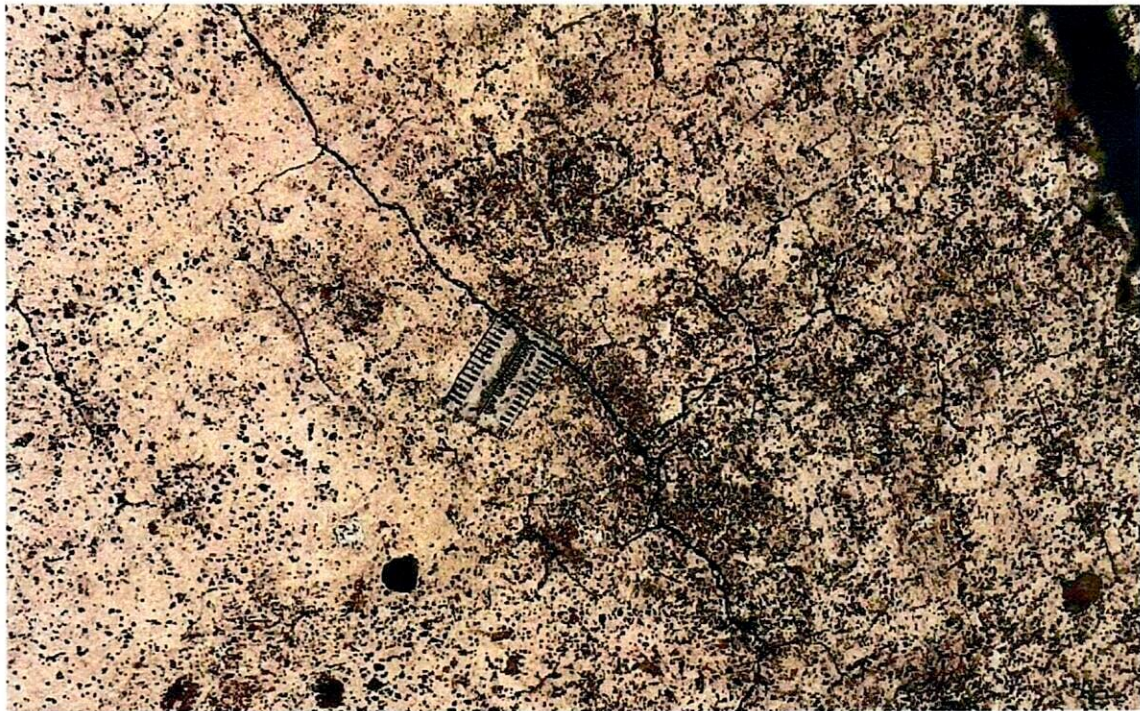


Photo 12: Shrinkage Cracking on Slabs.