

AIA Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

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AGREEMENT made as of the Twenty-third day of December in the year Two-Thousand and Eight.

(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

and the Architect:

(Name, address and other information)

ERO International, LLP
300 South 8th Street
McAllen, Texas 78501
Phone Number: (956) 661-0400
Fax Number: (956) 661-0401

For the following Project:

(Include detailed description of Project)

Phase I: EXISTING CONDITIONS

Prepare Drawings of existing conditions of the site (including sidewalks, parking, etc.) and buildings (floor plans and exterior elevations) on the Courthouse Square bounded by McIntyre Street on the north, Closner Blvd. on the east, Cano Street on the South and 10th Ave. on the west.

Phase II:

(Approved in Commissioners' Court on December 16, 2008 to complete described Exhibit "D" Appendix A)

(A) PROPERTY CONDITION ASSESSMENT; ENVIRONMENTAL ASSESSMENT

(B) NEEDS ANALYSIS AND PROGRAMMING

Phase II (A) Perform a facilities assessment, building code assessment and deferred maintenance assessment of the site, buildings and physical plant.

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.

init.

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User Notes:

(1052290373)

Phase II (B) Needs Analysis & Programming.

Phase III:

DESIGN AND CONSTRUCTION

Design the renovation of the 3rd, 4th, and 5th floors to accommodate new courtrooms and ancillary spaces.

All Phases are on an "As Needed Basis" as approved by Commissioners' Court and no work should be commenced by the Architect until Architect receives a written Notice to Proceed by Owner.
No work is guaranteed under any Phase described herein.

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Evaluate existing courthouse for possible renovation.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

100 North Closner, Edinburg, Texas 78539

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

N/A

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

N/A

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
- .3 A stipulated amount of \$216,580.00 for Architectural services for Phase I.
- .4 A stipulated amount of \$95,000.00 for Architectural services for Phase II (A);
- .5 A stipulated amount of \$125,000.00 for Phase II (B);
- .6 An allowance of \$20,000.00 for Phase II (A) & (B) to apply to travel and reimbursable expenses shall not be exceeded without prior written acceptance of the Owner.
- .7 Phase III to be determined by written agreement between Owner and Architect at a later date if project warrants the work and Architect is issued a written Notice to Proceed by Owner.

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Phase I – 4 months period upon approval of Commissioners' Court

Phase II (A) – 3 months period upon approval of Commissioners' Court

Init.

Phase II (B) – 5 months period upon approval of Commissioners' Court
Phase III- To be negotiated at a later date.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Hidalgo County Commissioners' Court, Valde Guerra, Commissioners' Court Executive Director, and Daniel Flores, Buildings and Ground Director as referenced on the AIA 201 General Conditions in section 2.1.1, as authorized representatives.
100 E. Cano, 2nd Floor, Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Eli R. Ochoa, PE, AIA
300 South 8th Street
McAllen, Texas 78501
Telephone Number: (956) 661-0400
Fax Number: (956) 661-0401
Eochoa@erointernational.com

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)


§ 1.1.4 Other important initial information is:

Init.


(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

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




(Signature)
Eli R. Ochoa, PE, AIA-Managing Partner



(Signature)
Juan D. Salinas III, County Judge


(Row deleted)
APPROVED AS TO FORM:

Atlas & Hall LLP

By: 

(Signature)
Stephen L. Crain

ATTEST:



(Signature)
Arturo Guajardo, Jr., County Clerk

