



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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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.

AGREEMENT made as of the 30th of January 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
Telephone Number: 956-318-2626
Fax Number: 956-318-2629

and the Architect:
(Name, address and other information)

Gignac & Associates, LLP
416 Starr Street
Corpus Christi, Texas 78401
Telephone Number- 361-884-2661
Fax Number 361-884-4232

For the following Project:
(Include detailed description of Project)
Hidalgo County
The County of Hidalgo Sheriff's Office Substation

(Paragraph deleted)
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.")*

(Paragraphs deleted)

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

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

§ 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.)

Precinct No. 3 Substation to be located near the Southeast corner of Los Ebanos Road and S.H. 107, Hidalgo County is planned for construction in the near future. While the county has not budgeted funds for the construction of the Precinct 3 Substation, the Architect agrees to be the Architect of Record for the Precinct 3 Substation under the same terms and conditions stated in this Agreement, more particularly described in Paragraph 1.1.2.5.3. Unless otherwise stated, all references to Cost of the Work or financial parameters in this Agreement refer only to the Precinct No. 1 Substation located along the northern frontage of Mile 11 and west of Mile 3 Road W. in Hidalgo County, Texas.

§ 1.1.2.3 The Owner's Program is:

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

Not Applicable

§ 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.)

Not Applicable

§ 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:
Precinct No. 1 Substation- Estimated to be \$3,000,000.00. Precinct No. 3- To be determined in a later date and as pursuant to herein 1.1.2.5.3.
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
Precinct No. 1 Substation- Estimated to be \$2,988,000.00. Precinct No. 3- To be determined in a later date and as pursuant to herein 1.1.2.5.3.
- .3 At the Owner's option to engage the Architect for the design of the Precinct 3 Substation more particularly described in 1.1.2.2., the Architect agrees to provide the services described in this Agreement and its incorporated documents for an amount not less than 4% of the construction cost for a prototype of the Precinct 1 Substation. However, should the Owner require substantive structural changes to the original design used for the Precinct 1 Substation for the Precinct 3 Substation, an additional negotiated stipulated sum shall be paid to the Architect for these services. In no event however, shall the Architect's total fees exceed 7.25% of the construction cost for the Precinct 3 Substation. If the County is unable to budget funds for the Precinct 3 Substation within five (5) years from substantial completion of the Precinct 1 Substation, then this Agreement shall terminate and the Architect shall be released from any obligation to provide services to Owner for the Precinct 3 Substation. The Owner agrees and understands that upon expiration of this Agreement, Owner may not use the Plans or Drawings for the Precinct 1 Substation for any other purpose without the written consent of the Architect.

§ 1.1.2.6 The time parameters are:

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

| To be Determined by Mutual Agreement

§ 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.)

| Not Applicable

§ 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 and Hidalgo County Sheriff's Office as referenced on the AIA 201 General Conditions as modified by owner 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.)

Mr. Rick Hinojosa- Civil
Mr. Brian Ulbrich- MEP

§ 1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Raymond Gignac & Juan Mujica
Gignac & Associates
416 Starr Street
Corpus Christi, Texas 78401
Telephone Number: 361-884-2661
Fax Number: 361-884-4232

§ 1.1.3.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

Mr. Rick Hinojosa - Civil
Mr. Brian Ulbrich- MEP

§ 1.1.4 Other important initial information is:

| Not Applicable

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§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 (Paragraphs deleted) as modified by owner.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. If Owner should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the Architect shall make corresponding changes in the Project scope as agreed by Owner.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent of the authority of such Designated Representative as evidenced by a resolution adopted by the governing body of Owner concurrently with the approval of this Agreement. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project and agreed to in writing by the Owner.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect Architect's obligations hereunder, nor shall such failure relieve Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in

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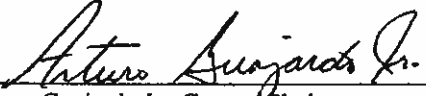
This Agreement entered into as of the day and year first written above.

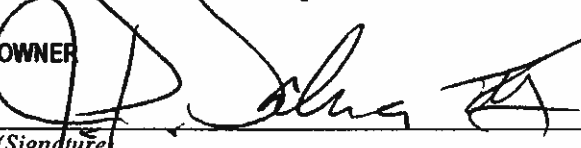
Approved by Commissioners' Court On: **January 30, 2008**



Approved as to form
Atlas & Hall, LLP

By: 

Attest:


Arturo Guajardo Jr., County Clerk

OWNER

(Signature)
Juan D. Salinas, III, County Judge
County of Hidalgo
(Printed name and title)

ARCHITECT

(Signature)
Raymond Gignac, AIA

(Printed name and title)

(Table deleted)(Paragraphs deleted)

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AIA[®] Document B141™ – 1997 Part 2

Standard Form of Architect's Services: Design and Contract Administration

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- 2.2 SUPPORTING SERVICES
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- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

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ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

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