

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AMENDMENT No. 3
TO
AGREEMENT BETWEEN THE COUNTY OF HIDALGO
and NASSRI-WARREN GROUP ARCHITECTS, INC.
for
(Design and Construction of Sunflower Park for Hidalgo County Precinct 4)
C-17-184-06-27

This **AMENDMENT** (the “Third Amendment”), dated the 23rd day of February **2021**, is between **NASSRI-WARREN GROUP ARCHITECTS, INC.**, a Texas corporation (the “Architect”), and **HIDALGO COUNTY, TEXAS** (the “Owner”), and amends the Agreement (as such term is defined below).

WHEREAS Architect and Owner executed that certain Agreement (reference number C17-184-06-27 - AIA Document B101-2017 Standard Form of Agreement) made as of the 27th day of June 2017, in which the Architect agreed to provide professional services for the Owner's project for the Design and Construction of Memorial Park Phase I (the "Project") located at 107 Highway and Sunflower Road, Edinburg, Texas 78539 (the "Original Agreement"), and which was amended by that certain Amendment #1 to Agreement between the County of Hidalgo and Nassri-Warren Group Architects, Inc. dated the 19th day of September 2017, and Amendment #2 between the County and Architect dated 9th day of January 2018, (as so amended, the "Agreement");

WHEREAS, Precinct 4 - Memorial Park is now referred to as Precinct 4 - Sunflower Park. The location and size of the property remain the same.

WHEREAS, due to the extended period of time of this Project and modifications to the scope of services and architectural service fees, Architect submitted an updated Professional Services Proposal attached as Attachment A.

WHEREAS, due to these circumstances, the Architect and Owner have agreed to amend the Agreement as set forth herein to incorporate the updated Professional Services Proposal to modify the scope of services being provided by the Architect and the related compensation to the Architect as indicated therein;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect hereby agree as follows:

1. **Amendments.** The AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect (the “B101”) of the Agreement, as amended is amended as follows:

- a. EXHIBIT D (Scope of Services and Rate Schedule of the Agreement, as amended) referenced in the “B101” TABLE OF ARTICLES is replaced with a new EXHIBIT D, which is attached hereto as ATTACHMENT A and made a part of the Agreement.
- b. Reference to Sunflower Park in any documents related to this agreement shall have the same meaning as the referenced Memorial Park.

2. **Ratification.** Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect, and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and effective as of the day and year first written above.

NASSRI-WARREN GROUP ARCHITECTS, INC.

By: _____
Laura N. Warren
AIA Principal and President

COUNTY OF HIDALGO

By: _____
Richard Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved by Commissioner's Court on: _____.

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña III, Assistant District Attorney

ATTACHMENT A

EXHIBIT D

TO

AMENDMENT No. 3

TO

**AGREEMENT BETWEEN THE COUNTY OF HIDALGO
and NASSRI-WARREN GROUP ARCHITECTS, INC.**

for

(Design and Construction of Sunflower Park for Hidalgo County Precinct 4)

C-17-184-06-27



804 S. Main Street, McAllen, TX 78501

January 25, 2021

Ms. Ellie Torres
Commissioner Precinct 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Phone: 956-383-3112

Re: HIDALGO COUNTY PRECINCT NO. 4
SUNFLOWER PARK RENOVATIONS AND ADDITIONS
PROFESSIONAL SERVICES PROPOSAL

Dear Ms. Torres:

It has been a pleasure working with you and your staff. We greatly appreciate the continued opportunity in working with you and Hidalgo County, Precinct 4. As requested, following is our proposal of services for the design of the renovations and additions of the Sunflower Park located at 107 and Sunflower Road Edinburg, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly. If our scope of services and fees are approved, we will proceed to prepare an AIA 201 contract for design to include this as an exhibit.

| UNDERSTANDINGS AND ASSUMPTIONS:

- The Site area is approximately 16.84 acres.
- The design will be executed to allow for the different park features to be done in Phases.
- This proposal includes Structural, Electrical and Plumbing Engineering Services.
- This proposal includes Landscape and Irrigation Design.
- The Park Design will be re-designed to include the following:
 - Single row additional parking.
 - Fast-pitch softball field with four-row aluminum bleachers.
 - One open basketball court.
 - Regulation Soccer field with four sets of (2) two row bleachers. This field will be striped to allow for half field practices and little league games.
 - Add two, six table/bench pavilion features to allow for small outdoor parties.
 - Adjust Public Lighting Design to cover getting lighting to the existing pavilion as part of the Infrastructure Design.
 - TWG will coordinate with Play System Vendor retained by Precinct 4 to incorporate vendor design to meet the playground project objectives.
 - Walking trails with lighting.
 - Add grill stations at each existing and new picnic bench location.
 - 10x24 Storage/Mechanical Room. The Mechanical Room will be used to house the mechanical equipment for the splash pad and will not be air conditioned.
 - Marque Road Sign (Alternate #1)
 - Add Service road for maintenance vehicles
- This proposal excludes Mechanical Engineering Design Services. (not needed for this scope)
- This proposal includes Plumbing Engineering Design Services for Splash Pad - Play equipment.
- This proposal excludes Civil Engineering (surveying). TWG will coordinate with Precinct 4 Consultant Civil Engineer for the Civil Engineering Design delivery to meet these project objectives.
- This proposal excludes Soil Testing.

- This proposal excludes Environmental Testing.
- This proposal excludes Geotechnical Services.

We propose to provide the following scope of services for this project for the stipulated sum fees for Phase I respectively.

| PHASE I MASTER PLAN/SCHEMATIC DESIGN SERVICES 10%:

Rendered Site Plan
Digital 3D Color Rendering

Based on Owner provided property survey and project information, our team had an initial meeting with PCT. 4 Commissioner Torres and her authorized representatives desired scope and program; our team will develop a Preliminary Site Plan and issued for review and approval. Our team incorporated any changes- comments as made by Commissioner Torres. Based on the approved Site plan, our team will prepare a Tri-dimensional rendered Site Plan and will provide a digital copy for Precinct 4 website and promotion of the project.

| CONSTRUCTION DOCUMENTS 60%:

Based on the approved Master Plan/Schematic Design, our team will develop the Phase I Master Plan Construction Documents, for the following as they may apply:

- Architectural, Electrical, and Plumbing Engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.
- Structural Engineering documents will include framing plans and associated foundation and framing details based on Owner provided geotechnical soils report and building design development package. Structural Design will also include, if needed, the footing design for the monument signs and a dumpster enclosure.
- Landscape and Irrigation Design

| BIDDING PHASE 10%:

Our team will provide the plans in PDF format and post on our secured share file program. We will schedule and conduct a Pre-Bid Conference meeting along with B2Z engineers and issue addendums on our sharefile addressing any questions that general contractors (bidders) may have. Our team will attend the bid opening and work with B2Z to research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

| BASE CONSTRUCTION PHASE 20%:

Nassri-Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction.
- Review contractor's monthly construction estimates and provide recommendation of payment.
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders.
- Review and evaluate shop drawings.
- Review and evaluate materials and performance tests.
- Prepare a "punch list" to determine final completion of contract.
- Conduct a final inspection and report on the completion of the project.

| **BASE FEE TOTAL TO BE 6% OF THE CONSTRUCTION COSTS**

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.

- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.
- As Built Drawings.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	\$200.00
Engineer and Associate	\$150.00
Intern Architect	\$95.00
Technical Assistant	\$65.00
Clerical	\$45.00

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus zero percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots

Large scale prints - 30"x42" Black & white laser copies	\$ 7.00/each
30"x42" Original color prints	\$ 45.00/each
24" x 36" Black & white laser copies	\$ 5.00/each
24" x 36" Original color prints	\$ 30.00/each
11"x17" Original color prints	\$ 15.00/each
11"x17" Black & white prints	\$ 3.00/each

| LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

| AGREEMENT

Our professional fees are valid through December 31, 2021. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. Nassri-Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Submitted by:

Accepted by:

 Laura N. Warren, AIA
 Nassri-Warren Group Architects, Inc.

 Ms. Ellie Torres
 Commissioner Precinct 4

January 25, 2021

 Date

 Date