

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT#3  
TO AIA B-141-1997  
STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT AND OWNER, PARTS  
1 AND PARTS 2  
C-08-131-08-07**

This AMENDMENT to the AIA Document B141-1997 Part 1 and Part 2, between ALCOGER GARCIA ASSOCIATES, INC. ("the Architect") and **HIDALGO COUNTY, TEXAS** ("Owner"), effective 5<sup>th</sup> day of November, 2013, is made between the Architect and the Owner, (the "Amendment"), as follows:

**WHEREAS**, Architect and Owner executed the AIA Document B141-1997 Parts 1 & 2, between Architect and the Owner on or about July 11, 2008, in which the Architect agreed to provide professional services for the assessment and preparation of construction documents for the remodel of Existing Old Administration Building (1<sup>st</sup> and 2<sup>nd</sup> Floor) (the "Project"); and the remodeling of the 3<sup>rd</sup> Floor excluding Bidding Phase Services located at 100 E. Cano Street, Edinburg, Texas (the "Agreement");

**WHEREAS**, due to a change in circumstances the Architect and Owner have agreed to modify the scope of services to be provided by the Architect for the Owner under the Agreement with respect to the remodel of the 1<sup>st</sup> and 2<sup>nd</sup> Floor of the Old Administration Building at the request of the Owner resulting in the deletion and removal of the additional scope of work of the approximate 5,800/6,000 square feet facility to house the New County Commissioners' Court Chambers, and the further deletion of the estimated construction cost of \$1,200,000.00 which had been included in the overall budget amount for the Project including the estimated compensation to be paid to the Architect under the Agreement and to now include a fixed fee of \$18,500.00 to revise construction documents to include the 1<sup>st</sup> Floor a Commissioners' Court Room and office spaces for the County Public Relations Office; and

**WHEREAS**, the parties desire to amend the Agreement as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company hereby agree to the following amendment to the Contract.

1. Article 1.1.2.5.1. of Part 1 of the Agreement is hereby deleted and shall be replaced as follows:

"Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: Estimated to be approximately \$3,628,361.50 of which

approximately \$253,141.50 is the estimated cost of the Architect's Compensation."

2. Article 1.1.2.5.2 of Part 1 of the Agreement is hereby deleted and shall be replaced as follows:

"Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation is: Approximately, \$3,375,220.00."

3. Article 1.4.1.5 of Amendment No. 2 to Part 1 of the Agreement shall be hereby deleted and remove the following:

- County of Hidalgo is to provide an approximate 5,800/6,000 square foot facility to house the New County Commissioners' Court Chambers with associated ancillary support areas. This space will be connected to the existing South Tower Facilitating easy and controlled access from the main part of the Administration Building.

6. 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.

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

ALCOCER GARCIA ASSOCIATES, INC., ARCHITECT

By: George Garcia, V.P.

HIDALGO COUNTY, OWNER

Ramon Garcia

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court  
on 11/5/13

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY

By: Josephine Ramirez Solis

Josephine Ramirez Solis

Assistant Criminal District Attorney