

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**THIRD AMENDMENT TO AIA B101-2007
STANDARD FORM OF AGREEMENT BETWEEN
ARCHITECT AND OWNER
(New Constable Building-Precinct No. 1)**

This THIRD AMENDMENT (the "Amendment:") between **ALCOCER-GARCIA ASSOCIATES, INC.** (the "Architect"), and **HIDALGO COUNTY** (the "County"), is effective as of July 22, 2014.

WHEREAS, Architect and County entered into that certain AIA B101-2007 Agreement dated February 8, 2011 and numbered C-10-320-02-08 (the "Agreement"), whereby the Architect agreed to provide professional services for the assessment and preparation of construction documents for the design and construction of a new constable building in Precinct No. One (the "Building");

WHEREAS, Architect and County entered into that certain Amendment to AIA B101-2007 Standard Form of Agreement Between Architect and Owner (New Constable Building-Precinct No. 1) effective as of May 31, 2011 (the "First Amendment"); which First Amendment amended the Agreement;

WHEREAS, Architect and County entered into that certain Amendment to AIA B101-2007 Standard Form of Agreement Between Architect and Owner (New Constable Building-Precinct No.1) effective as of October 15, 2013 (the "Second Amendment");

WHEREAS, the estimated construction cost for the Project has subsequently increased to Eight Hundred Thousand, One Hundred Twenty Eight and 19/100 Dollars, resulting in an increase in the estimate of the Architect's compensation from Fifty-Five Thousand Nine Hundred Forty-Eight and 9/100 Dollars to Fifty-Eight Thousand Nine and 29/100 Dollars pursuant to section 11.1 of the Agreement;

WHEREAS, the final construction cost is not expected to increase above the current estimate because the parties agree that construction of the Building has been completed, so the compensation due under the Agreement is not expected to increase about the current estimate set forth above; and

WHEREAS, the parties desire to amend the Agreement to incorporate these changes.

NOW THEREFORE, for and in consideration of the tasks performed by Architect and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Architect and County hereby agree to as follows:

1. Section 11.1 of the Agreement is hereby amended to read in its entirety as follows:

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: An amount equal to 7.25% of the final cost of construction of the building, which compensation to the Architect is estimated as of July 22, 2014, to be Fifty-Eight Thousand Nine and 29/100 Dollars (\$58,009.29). Any increase in the compensation above such estimate shall be agreed to by the parties in a written amendment to this Agreement.

2. All terms, conditions and covenants set forth in the Agreement, except as modified in this Amendment, are hereby ratified and confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into by the parties hereto as of the date set forth above.

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 7-22-14 *sym*

ALCOCER GARCIA ASSOCIATES, INC.

George A. Garcia
George A. Garcia, Architect and Vice President

Approved as to Form:
Atlas, Hall & Rodriguez, LLP

By: SLC
Stephen L. Crain

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HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 7-22-14 gsm

ALCOCER GARCIA ASSOCIATES, INC.

George A. Garcia
George A. Garcia, Architect and Vice President

Approved as to Form:
Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain
Stephen L. Crain

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Draft Third Amendment

From : Steve Crain <scrain@atlashall.com>

Thu, Jul 17, 2014 11:42 AM

Subject : RE: Draft Third Amendment**To :** 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

The amendment is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]**Sent:** Thursday, July 17, 2014 11:22 AM**To:** Stephen L. Crain**Cc:** Martha Salazar**Subject:** Re: Draft Third Amendment

Here you go Mr. Crain; for your review as to form for approval with the additional requested changes.

Thank you

From: "Stephen L. Crain" <scrain@atlashall.com>**To:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**Sent:** Tuesday, July 15, 2014 1:26:05 PM**Subject:** RE: Draft Third Amendment

Good Afternoon Vangie:

See the attached with Mr. Crain's proposed changes. If you have questions, please call our office.

Thanks,
Marynel

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]**Sent:** Tuesday, July 15, 2014 12:10 PM**To:** Stephen L. Crain**Cc:** Martha Salazar**Subject:** Re: Draft Third Amendment

Mr. Crain:

As requested; attached for your review as to form for approval is the revised document. I had to revise the amounts also because of the total amount of the payment application

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Amendment

From : Evangelina Garcia
<evangelina.garcia@co.hidalgo.tx.us>

Tue, Jul 29, 2014 08:47 AM

Subject : Amendment

To : George <george@agadc.com>

Good Morning Mr. Garcia:

I have the amendment ready to be signed by you; can you please come by the office to get this document signed. This way I can route it to the County Judge's Office and County Clerk; after that your existing purchase order will be increased which I will then get back to you once it's fully executed so that you can submit any pending invoice (s).

Appreciate it very much if you can come by as soon as you can so that we can get this document executed right away.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78839
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856



AI-45447

Purchasing Department 19. B. 1.

CC - REGULAR

Meeting Date: 07/22/2014

Submitted For: Martha L. Salazar, CPPB, HC PA Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Third Amendment" (approved as to form by legal) to the existing AIA B101-2007 Contract #C-10-320-02-08; Standard Form of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) of the revision of budget increase request in connection to the architectural services for the "Design and Construction of A New Constable Building" in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1336-421-00-220-042-0-720

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available pending CC approval of AI #45559.

Attachments

AMENDMENT DOCUMENTATION

CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/18/2014 09:31 AM
Budget & Management	Debbie Tamez	07/18/2014 09:40 AM
Auditor's Office	Monica Badillo	07/18/2014 05:26 PM
Form Started By: Vangie Garcia		Started On: 07/10/2014 02:55 PM
	Final Approval Date: 07/18/2014	