

STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT#2
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 ALCOCKER GARCIA ASSOCIATES, INC. (“the Architect”) and **HIDALGO COUNTY, TEXAS** (“Owner”), effective 26th day of October, 2012, 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 (1st and 2nd Floor) (the “Project”); and the remodeling of the 3rd 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 original scope of services to be provided by the Architect for the Owner under the Agreement with respect to the remodel of the 1st and 2nd Floor of the Old Administration Building at the request of the Owner resulting in an approximate 5,800/6,000 square feet facility to house the New County Commissioners’ Court Chambers with associated ancillary support areas. This space will be attached to the South side of existing Administration Building. Estimated construction cost to be \$1,200,000.00 to be included in the overall budget amount for the Project including the estimated compensation to be paid to the Architect under the Agreement; 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 \$4,852,550 of which approximately \$338,550.00 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, \$4,514,000.00.”

3. Article 1.4.1.5 of Amendment No. 1 to Part 1 of the Agreement is to incorporate as follows:

- 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: _____

HIDALGO COUNTY, OWNER

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OFFICE OF CRIMINAL DISTRICT ATTORNEY

Josephine Ramirez Solis
Asst. Criminal District Attorney