

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT #1
TO AIA B133-2014
STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT AND OWNER
(C-17-316-04-24)**

This AMENDMENT #1 (the "Amendment"), effective the 12th day of March, 2019, is made between **RIKE - OGDEN - FIGUEROA - ALLEX ARCHITECTS, INC.** (the "Architect") and **HIDALGO COUNTY, TEXAS** ("Owner"), as follows:

WHEREAS, Architect and Owner executed that certain agreement (Number C-17-316-04-24) called AIA Document B133-2014, between Architect and the Owner, made as of April 24, 2018, in which the Architect agreed to provide professional services for Owner's Hidalgo County Precinct 1 Tax Office Substation project (the "Project") located at 1902 Joe Stephens Ave., Weslaco, 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 Project pursuant to the Agreement to include Civil Engineering service, it being agreed Civil Engineering will include all Boundary & Topographic Survey as an Additional Service (as defined in the Agreement) at a fee of \$13,750.00;

WHEREAS, the Architect and Owner have also agreed to increase the size of the project by approximately 750 square feet, which will increase the maximum amount payable to the Architect for Basic Services (as defined in the Agreement) by \$14,000 from \$63,000.00 to \$77,000.00; resulting in an aggregate increase in compensation for both Basic Services and Additional Services pursuant to this Amendment of \$27,750.00;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided to address these changes;

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 amendments to the Agreement.

1. The Agreement is hereby amended by deleting the "EXHIBIT A" line from the Table of Articles before Article 1 of the AIA B133-2014 portion of the Agreement (the "B133") and replacing it with the following:

EXHIBIT A INITIAL INFORMATION
EXHIBIT A-1 ARCHITECT'S PROPOSAL FOR CIVIL ENGINEERING SERVICES
EXHIBIT A-2 ARCHITECT'S PROPOSAL WITH 2019 EXPANSION

2. Exhibit A-1 and Exhibit A-2 attached hereto and made a part hereof are added to the Agreement as Exhibit A-1 and Exhibit A-2, respectively, thereto.
3. In Section 1.1.2 of the B133, the reference to "4500 square feet" is deleted and replaced with "5,250 square feet".
4. With respect to Section 1.1.4 of the B133, the parties now anticipate commencement of construction will be during 2019.
5. In Section 1.1.7 of the B133, "attached hereto as Exhibit A-1" is deleted.
6. As the Architect will now be providing the Civil Engineering Services, including the Boundary & Topographic Survey, the information concerning the civil engineer is deleted from Section 1.1.10.5 and instead inserted in Section 1.1.12.2 in place of "N/A".
7. The Agreement is hereby amended by deleting the § 4.1.8 line of the chart in Section 4.1 of the B133 and replacing it with the following:

§ 4.1.8 Civil engineering	Architect	Exhibit A-1
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8. As the original scope has changed, Section 11.1. of the B133 is deleted and replaced with the following:

§ 11.1. For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Seven percent (7%) of the Cost of the Work, it being agreed that for purposes of determining the compensation due hereunder the Cost of the Work expressly excludes:

- .1 compensation to the Project Manager;
- .2 any amount paid directly by the Owner except the amount paid to the Construction Manager (excluding any such payment for Preconstruction Services); and
- .3 compensation for the Architect;

.2 provided, however, that unless the County changes the scope of the Project after execution of that certain Amendment #1 to AIA B133-2014 Standard Form of Agreement Between Architect and Owner (C-17-316-04-24), which amendment is effective March 12, 2019, the maximum amount payable to the Architect for Basic Services is Seventy-Seven Thousand Dollars and Zero Cents (\$77,000.00).

9. In Section 11.2 of the B133, "The hourly fee schedule set forth in Exhibit A-1." Is deleted and replaced with the following:

The hourly fee schedule set forth in Exhibit A, except, with respect only to the Additional Services in Section A.1.8, Exhibit A-1, which provides for an aggregate fee of \$13,750.00 for such Additional Services.

10. In Section 11.3 of the B133, "The hourly fee schedule set forth in Exhibit A-1." Is deleted and replaced with the following:

The hourly fee schedule set forth in Exhibit A.

11. The insurance certificate attached hereto as Exhibit B is added to Exhibit B of the Agreement.

12. Notwithstanding any provision to the contrary in the Agreement, because the Architect's initial invoice is based on this Amendment, the first payment to Architect under the Agreement shall not be due prior to execution of this Amendment. The first payment shall be based on the invoice attached hereto as Exhibit C, which shall be deemed received by the Owner upon execution of this Amendment by the parties hereto and will then be processed by the Owner in accordance with the Agreement.

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

RIKE – OGDEN – FIGUEROA - ALLEX ARCHITECTS, INC.

By: _____
Michael E. Allex
AIA Principal and Vice President

HIDALGO COUNTY

By: _____
Richard Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP**

By: _____
Stephen L. Crain

EXHIBIT A-1

to

**Agreement (No. C-17-316-04-24) between
Hidalgo County and Rike - Ogden - Figueroa - Alex Architects, Inc.
(Precinct 1 Tax Substation Office)**

Which is attached as Exhibit A-1 to Amendment #1 to such Agreement

**Architect's Proposal for Civil Engineering Services, including Boundary & Topographic Survey
[See attached 4 pages]**

With regard to your question concerning our proposed engineering fees, please find the following....

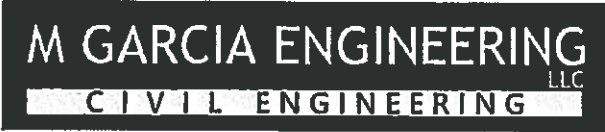
As is indicated in the attached, Mariano's base fees of service are:

Boundary & Topographic Survey	\$2,500.00
Civil Engineering Fee	\$10,000.00
Civil Fee	\$12,500.00
<u>Architect's Coordination fee 10% =</u>	<u>\$1,250.00</u>
TOTAL FEES FOR CIVIL ENGINEERING	\$13,750.00

Best Regards,

Michael E. Allex, AIA
Principal

RU-A



April 5, 2018

Mr. Mike Allex, AIA
ROFA Architects
1007 Walnut Avenue
McAllen, Texas 78501

Re: Civil Engineering for Hidalgo County Pct. 1 New Tax Office in City of Weslaco, Texas

Dear Mr. Allex:

M Garcia Engineering, L.L.C. appreciates the opportunity to submit this proposal for professional services for Hidalgo County Pct. 1 New Tax Office in the City of Weslaco, Texas. Our Scope of Services includes the following:

Scope of Services:

- I. Boundary & Topographic Survey** **\$2,500.00**
M Garcia Engineering, L.L.C. will provide a boundary and topographic survey for the proposed site. Client shall provide warranty deed and title report.

- II. Civil Engineering Fee** **\$10,000.00**
This Scope includes the preparation of plans for the construction and approval of utilities, pavement and drainage and erosion & sediment control. The set of plans shall include an existing condition, utilities, paving, drainage, erosion and sediment control plans and details. Sufficient information shall be included on the plans for staking the improvements.

Our proposal is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work including, but not limited to, additional utility improvements/relocations and roadway improvements and/or reconstruction are not included in this proposal.
- No structural design is included herein.
- No Environmental Site Assessments (ESA) is included in this Scope. Wetlands studies/determination or 404 permitting, if required, will be determined in the Phase I ESA by others.
- Engineering fees assumes no offsite utility or drainage extensions/improvements are required.
- This proposal does not include preparation of subdivision plat, if required.
- This proposal does not include preparation of offsite utility/access easements, if required.
- Geotechnical engineering services are not included in this Scope. Geotechnical materials testing during construction is not included in this Scope.
- Agency review fees and impact fees are not included herein.
- City, state, or county-required fees are not included herein.
- Coordination/negotiations with Client's lender, attorney, property seller, property closing agreement, homeowner associations, and/or adjacent property owners are not included in this proposal.
- Management of Sub-consultants, Contractor, and/or Subcontractors is not included herein and shall be performed by Client.



REIMBURSABLE EXPENSES AND ADDITIONAL SERVICES

1. Out-of-pocket expenses related to courier expenses and reprographics shall be reimbursed at cost.
2. Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis per work authorization by Client.

SCOPE SUMMARY:

I.	Boundary and Topographic Survey	\$ 2,500.00
II.	Civil Engineering Fee	\$10,000.00

Provided this Scope of Services and basis of compensation is acceptable to you, please sign the attached "Professional Services Agreement" and forward a copy to our office. This will serve as notification to proceed with the work.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Garcia".

Mariano Garcia, P.E.
M Garcia Engineering, L.L.C.

EXHIBIT A-2

to

Agreement (No. C-17-316-04-24) between
Hidalgo County and Rike - Ogden - Figueroa - Alex Architects, Inc.
(Precinct 1 Tax Substation Office)

Which is attached as Exhibit A-2 to Amendment #1 to such Agreement

Architect's Proposal with 2019 Expansion
[See attached 3 pages]



rike
ogden
figueroa
allex

February 18, 2019

Mr. Carlos Del Angel – Senior Project Manager
B2Z Engineering

Re: Hidalgo County Precinct 1, Weslaco, Texas – Tax Offices Expansion and Renovation
Professional Services Proposal (**Amendment #1**)

Carlos,

Pursuant to your request, please find this amendment letter to our Professional Services fee.

Attached is the latest Building Cost Estimate. The increase in square footage from our original 4,500 to 5,247 was resulted from a design meeting with the Tax Office. Our estimate is based upon an Owner approved scope increase of approximate 750 sf.

Our proposed basic fee for the above-mentioned project is 7 % of the total construction cost.

Our originally agreed fee for basic services was \$63,000. Based upon the attached work sheet, it is proposed that our basic services fee will be amended to \$77,000.

Please let me know if this proposal is acceptable to The County.

Please call me if you have further questions.

Best Regards,

A handwritten signature in black ink, appearing to read "Michael E. Allex".

Michael E. Allex, AIA
Principal



rike ogden figueroa allex

Hidalgo County Precinct No.1

New Tax Office and Precinct Building Renovations

Weslaco, Texas

Schematic Design Phase

10/17/2018

STATEMENT OF PROBABLE COST

Rooms	Areas	x	Cost/sf	=	Total
Building Areas					
CIRCULATION					
Entry	56 s.f.	x	\$ 100	= \$	5,600
Hall	165 s.f.	x	\$ 190	= \$	31,350
Vestibule	81 s.f.	x	\$ 190	= \$	15,390
COMMON SPACES					
Entry	21 s.f.	x	\$ 190	= \$	3,990
Hall	106 s.f.	x	\$ 190	= \$	20,140
Men	45 s.f.	x	\$ 210	= \$	9,450
Vestibule	68 s.f.	x	\$ 190	= \$	12,920
Women	45 s.f.	x	\$ 210	= \$	9,450
Workroom	176 s.f.	x	\$ 190	= \$	33,440
HP PUBLIC SPACES					
HP Lobby	167 s.f.	x	\$ 190	= \$	31,730
HP SUPPORT SPACES					
HP Copy Area	71 s.f.	x	\$ 190	= \$	13,490
HP Storage	55 s.f.	x	\$ 185	= \$	10,175
HP WORK SPACES					
Health / Planning	182 s.f.	x	\$ 195	= \$	35,490
HP Office	312 s.f.	x	\$ 195	= \$	60,840
PUBLIC SPACES					
Men	50 s.f.	x	\$ 210	= \$	10,500
Vestibule	106 s.f.	x	\$ 190	= \$	20,140
Waiting	849 s.f.	x	\$ 190	= \$	161,310
Women	50 s.f.	x	\$ 210	= \$	10,500
SUPPORT SPACES					
Copy Area	174 s.f.	x	\$ 185	= \$	32,190
Electrical	84 s.f.	x	\$ 200	= \$	16,800
Janitor	63 s.f.	x	\$ 185	= \$	11,655
MDF	63 s.f.	x	\$ 200	= \$	12,600
Storage	306 s.f.	x	\$ 175	= \$	53,550

Vault	121 s.f.	x \$	210 = \$	25,410
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WORK SPACES

Auto Tellers	330 s.f.	x \$	195 = \$	64,350
Motor Vehicle Tellers	279 s.f.	x \$	195 = \$	54,405
Office	262 s.f.	x \$	195 = \$	51,090
Property Tax Tellers	200 s.f.	x \$	195 = \$	39,000
Reception / Security	122 s.f.	x \$	190 = \$	23,180
Walls	638 s.f.	x \$	100 = \$	63,800
TOTAL - FIRST FLOOR	5,247 s.f.	x \$	179.90 = \$	943,935

Site Development

Concrete Sidewalks	770 s.f.	x \$	4 = \$	3,080
Asphalt Parking	3,231 s.f.	x \$	2.75 = \$	8,885
Curb/Gutter	442 l.f.	x \$	8 = \$	3,536
TOTAL SITE IMPROVEMENTS			\$	15,501

Parking Lot Improvements

Concrete Sidewalks	1,500 s.f.	x \$	4 = \$	6,000
Asphalt Parking	16,500 s.f.	x \$	2.75 = \$	45,375
Curb/Gutter	3,000 l.f.	x \$	8 = \$	22,500
Utilities			= \$	25,000 Allowance
Grading and Drainage			= \$	30,000 Allowance
Landscaping			= \$	30,000 Allowance
TOTAL PARKING LOT IMPROVEMENTS			\$	158,875

Subtotal			\$	1,118,311
Contingency	5%		\$	55,916

GRAND TOTAL COSTS	5,247 SF	\$ 223.79	\$ 1,174,227
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* PRICE DOES NOT INCLUDE LAND, TOPOGRAPHICAL SURVEY, SUBDIVISION PLAT (IF REQUIRED), GEOTECHNICAL ENGINEERING, UTILITY RELOCATION, A & E DESIGN FEES, ASBESTOS SURVEY AND ABATEMENT, FURNITURE AND KITCHEN EQUIPMENT

EXHIBIT B

to

Amendment #1

**Agreement (No. C-17-316-04-24) between
Hidalgo County and Rike - Ogden - Figueroa - Alex Architects, Inc.
(Precinct 1 Tax Substation Office)**

**Additional Insurance Certificate
[See attached 2 pages]**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Rated by Multiple Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED RIKE OGDEN FIGUEROA ARCHITECTS 1007 WALNUT AVE Mcallen, TX 78501	

COVERAGES **CERTIFICATE NUMBER: 833426** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADOL	RUBR	INSD	WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER: _____								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N		76WBGAA1BUQ	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. Etc. EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job Reference: Hidalgo County

CERTIFICATE HOLDER Hidalgo County Attn: Yvette Salinas 2812 S. Business Hwy. 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT C

to

Amendment #1

**Agreement (No. C-17-316-04-24) between
Hidalgo County and Rike - Ogden - Figueroa - Alex Architects, Inc.
(Precinct 1 Tax Substation Office)**

**Architect's Invoice
[See attached page]**



rike
ogden
figueroa
allex

12/5/2018

Hidalgo County Precinct 1
Tax Office Expansion and Renovation, Weslaco, Texas

INVOICE 2018.01.01

\$ 1,100,000.00
7.00%

A/E Fee \$ 77,000.00

Estimated Amount (subject to change)

	percent of fee	percent complete	A/E fee due	-	less previous paid invoices	=	balance due
Program & Schematic Design	15%	100%	\$ 11,550.00	-	\$ -	=	\$ 11,550.00
Design Development	20%	0%	\$ -	-	\$ -	=	\$ -
Construction Documents	35%	0%	\$ -	-	\$ -	=	\$ -
Bidding	5%	0%	\$ -	-	\$ -	=	\$ -
Construction	25%	0%	\$ -	-	\$ -	=	\$ -
Basic A/E Services Total			\$ 11,550.00	-	\$ -	=	\$ 11,550.00
<u>Reimbursable Expenses</u>							
Print Bidding Documents			\$ -	-	\$ -	=	\$ -
TDLR			\$ -	-	\$ -	=	\$ -
Reimbursable Expenses Total			\$ -	-	\$ -	=	\$ -
Total			\$ -	-	\$ -	=	\$ -

Architectural/ Engineering fee balance due

\$ 11,550.00