

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT #2
TO AIA B133-2014
STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT AND OWNER,
(C-17-316-04-24)**

This AMENDMENT #2 (the "Amendment"), effective the 17th day of December, 2019, is made between **RIKE - OGDEN - FIGUEROA - ALLEX ARCHITECTS, INC.** ("the Architect") and **HIDALGO COUNTY, TEXAS** ("Owner"), (collectively "Parties") 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, the Agreement was amended on or about March 12, 2019, by *Amendment # 1 to AIA B133-2014-Standard Form of Agreement Between Architect and Owner, (C-17-316-04-24)*. Amendment #1 provided that due to a change in circumstances the Parties 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 services (Boundary & Topographic Survey) as an Additional Service (as defined in the Agreement) at a fee of \$13,750. Parties further agreed to increase the size of the project by approximately 750 square feet resulting in an increase to 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. As a result, the aggregate increase in compensation for Basic Services and Additional Services pursuant to Amendment #1 was \$27,750.00.

WHEREAS, on or about August 6, 2019, Owner and Construction Manager for the Project entered into Guaranteed Maximum Price Amendment No. 1 amending C-18-171-02-26 to increase the Guaranteed Maximum Price to \$1,199,600.00.

WHEREAS, Architect's proposed basic fee for the Project is 7 % of the total construction cost. As such, Architect proposes by way of this Amendment that Architect's basic services fee be amended to the new value of \$83,972.

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 Architect hereby agree to the following amendments to the Agreement.

1. The Agreement is hereby amended by adding to the Table of Articles before Article 1 of the AIA B133-2014 portion of the Agreement (the "B133") references to Exhibit A-3 and Exhibit A-4 as follows:

EXHIBIT A INITIAL INFORMATION

EXHIBIT A-1	ARCHITECT'S PROPOSAL FOR CIVIL ENGINEERING SERVICES
EXHIBIT A-2	ARCHITECT'S PROPOSAL WITH 2019 EXPANSION
EXHIBIT A-3	ARCHITECT'S PROPOSAL DUE TO INCREASE IN GUARANTEED MAXIMUM PRICE & BASIC SERVICE FEE BREAKDOWN

2. Exhibit A-3 attached hereto and made a part hereof is added to the Agreement as Exhibit A-3 thereto.
3. As the Basic Service Fee 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 #2 to AIA 8133-2014 Standard Form of Agreement Between Architect and Owner (C-17-316-04-24), which amendment is effective December 17, 2019, the maximum amount payable to the Architect for Basic Services is Seventy-Seven Thousand Dollars and Zero Cents (\$83,972.00).

4. Except as modified herein, all terms and conditions of the Agreement and prior amendment[s], 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 TO FOLLOW]

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

**RIKE - OGDEN - FIGUEROA- ALEX
ARCHITECTS, INC.**

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

HIDALGO COUNTY

By: _____
Richard F. Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

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

By: _____
Assistant District Attorney

EXHIBIT A-3

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-3 to Amendment #2 to such Agreement

Architect's Proposal for Increase in Basic Services Fee dated September 23, 2019
[See attached 2 pages]

September 23, 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 #2**)

Carlos,

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

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 Amendment #1, the fee increased to \$77,000. Based the upon The Owner's approved contract amount (\$1,199,600) with The C M @ R, it is proposed (by way of this amendment) that our basic services fee will be amended to the new value of \$83,972.

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

Please call me if you have further questions.

Best Regards,



Michael E. Allex, AIA
Principal

Hidalgo County Precinct 1 Tax Office

Weslaco, Texas

9/23/2018

	SF	COST / SF
Final Negoitated Bid with CM @ R	\$ 1,199,600.00	
A/E Fee	7.00%	
TOTAL A/E FEE	\$ 83,972.00	

Phases	% of Fee	Fee Totals
Schematic Design	10%	\$ 8,397.20
Design Development	15%	\$ 12,595.80
Construction Documents	40%	\$ 33,588.80
Bidding and Negotiations	5%	\$ 4,198.60
Construction Administration	30%	\$ 25,191.60
TOTAL BASIC SERVICE Architects fee	100%	\$ 83,972.00

Basic Fee

Architect	ROFA Architects, Inc.	75%	\$ 62,979.00
Structural Engineer	Miguel Chanin	10.00%	\$ 8,397.20
MEP Engineer	Trinity	15.00%	\$ 12,595.80
Total Fee Split		100.000%	\$ 83,972.00