

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO SERVICE CONTRACT
#C-20-504-12-15**

This **AMENDMENT** to **CONTRACT** is made this _____ day of _____, **2021**, by and between and the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as (“**County**”) and **GRAPHTEC, INC. (the “Company”)**.

WHEREAS, **COUNTY** and **COMPANY** entered into a Contract for Services on December 15, 2020 (the “**CONTRACT**”) in which **COMPANY** agreed to provide services for the purpose of “Procurement and Installation of signage and other items” for the new Hidalgo County Courthouse (the “**SERVICES**”) on an as needed basis for **COUNTY**;

WHEREAS, **COMPANY** advised **COUNTY** that it will require interval payments for services rendered and materials purchased in order to avoid delays in the project;

WHEREAS, the **COUNTY** and **COMPANY**, due to certain circumstances, require further clarification of the services to be provided by **COMPANY** and payment for services and hereby requires the amendment of the **CONTRACT**; and

WHEREAS, the parties have agreed to amend the **CONTRACT** 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, **COUNTY** and **COMPANY** hereby agree to the following amendment to the Contract:

1. The attached Quotation referencing applicable itemized pricing and provided by GraphTec Inc. as part of its bid packet submission is incorporated into the Service Contract as “Exhibit B-1” for all purposes; and
2. Section 7 of the Contract entitled “Consideration” shall be deleted in its entirety and replaced with the following language:

“**7. Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit “B” and Exhibit “B-1” as applicable attached hereto payable against written invoice submitted by Company. If necessary to avoid any product delays and/or completion of services, the County agrees to make progress payments to Company prior to project completion. Company shall provide an itemized written invoice referencing services rendered and/or materials purchased by Company for the purpose of rendering services during a specified time period. All invoicing and payments will be made in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251
; and

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and COMPANY and COUNTY ratify and confirm the terms and provisions of the Contract as amended.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

GraphTec Inc.

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY, TEXAS

By: _____

Richard F. Cortez, County Judge

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioner's Court: _____

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

By: _____

Robert Viña, III, Assistant District Attorney

EXHIBIT

B-1