

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO CONSTRUCTION
CONTRACT #C-24-0395-11-10 (ARPA-24-115-356)**

This AMENDMENT to CONTRACT is made this 25th day of November, 2025, by and between and the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as (“**County or Owner**”) and **8/A Builders, LLC.** (the “**Company or Contractor**”).

WHEREAS, COUNTY and COMPANY entered into a Contract for Services on November 10, 2025 (the “CONTRACT”) in which COMPANY agreed to provide construction services for the “Hidalgo County Remote Operations Centers – Mission – Rebid” (the “SERVICES”) for COUNTY;

WHEREAS, the COUNTY and COMPANY, due to certain circumstances, require further clarification regarding payments for services rendered and materials purchased in order to avoid delays in the project 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. Section 2 of the Contract entitled “Project/Consideration” shall be deleted in its entirety and replaced with the following language:
2. **Project/Consideration.** Hereinafter called the project, for the sum of **Three million four hundred fifty-two thousand five hundred dollars. (\$3,452,500.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract (See Exhibit “A”); and at CONTRACTOR’S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Milnet Architectural Services**, entitled the Architect, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

OWNER may approve payment of materials throughout the project as deemed

necessary to avoid project delays. Payment for said materials shall be as follows:

- (a) The CONTRACTOR shall be entitled to payment for materials incorporated into the Work, as well as materials suitably stored on-site or at an approved off-site location, provided that such materials have been purchased specifically for the Project.
- (b) All requests for payment for materials must be supported by **valid invoices, purchase orders, delivery tickets, and proof of payment.**
- (c) Materials stored off-site shall be eligible for payment only if:
 - (i) the Owner has provided written approval for off-site storage;
 - (ii) the materials are clearly identified as property of the Owner;
 - (iii) the materials are insured against loss, theft, or damage; and
 - (iv) the Contractor provides access for inspection upon the Owner's request.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within Three hundred sixty five (365) working calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

- 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.

Signature Page to Follow

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON November 25, 2025

Agenda Item No.: _____

Executive Office: _____

VENDOR:
8/A Builders LLC

COUNTY:
COUNTY OF HIDALGO, Texas

Arnoldo Ochoa, President

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Robert Viña, III, ADA

Arturo Guajardo, Jr., County Clerk