

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SECOND AMENDMENT TO AIA B101-2007
STANDARD FORM OF AGREEMENT BETWEEN
ARCHITECT AND OWNER
(New Constable Building-Precinct No. 1)**

This SECOND AMENDMENT (the "Amendment:") between **ALCOCER-GARCIA ASSOCIATES, INC.** (the "Architect"), and **HIDALGO COUNTY** (the "County"), is effective as of October 15, 2013.

WHEREAS, Architect and County entered into that certain AIA B101-2007 Agreement made as of February 8, 2011 and number C-10-320-02-08 (the "Original Agreement"), whereby the Architect agreed to provide professional services for the assessment and preparation of construction documents for the design and construction of a new constable building in Precinct No. One (the "Building");

WHEREAS, Architect and County entered into that certain Amendment to AIA B101-2007 Standard Form of Agreement Between Architect and Owner (New Constable Building-Precinct No.1) effective as of May 31, 2011 (the "First Amendment"), which First Amendment amended the Original Agreement (as so amended, the "Agreement"),

WHEREAS, the estimated construction cost for the Project (as defined in the Agreement") has subsequently increased to Seven Hundred Seventy-One Thousand Six Hundred Ninety Seven and 86/100 Dollars, resulting in an increase in the estimate of the Architect's compensation from Forty-Seven Thousand Three Hundred Ninety-Five 43/100 Dollars to Fifty-Five Thousand Nine Hundred Forty-Eight and 9/100 Dollars because pursuant to section 11.1 of the Agreement such compensation is a percentage of the final cost of construction of the Building;

WHEREAS, the final construction cost is not expected to increase above the current estimate because the parties anticipate construction of the Building to be completed soon, so the compensation due under the Agreement is not expected to increase about the current estimate set forth above; and

WHEREAS, the parties desire to amend the Agreement to incorporate these changes.

NOW THEREFORE, for and in consideration of the tasks performed by Architect and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Architect and County hereby agree to as follows:

1. Section 11.1 of the Agreement is hereby amended to read in its entirety as follows:

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: An amount equal to 7.25% of the final cost of construction of the building, which compensation to the Architect is estimated as of September 17, 2013, to be Fifty-Five Thousand Nine Hundred Forty-Eight Dollars and Nine Cents (\$55,948.09). Any increase in the compensation above such estimate shall be agreed to by the parties in a written amendment to this Agreement.

2. All terms, conditions and covenants set forth in the Agreement, except as modified in this Amendment, are hereby ratified and confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into by the parties hereto as of the date set forth above.

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/15/13 *RO*

ATTEST:

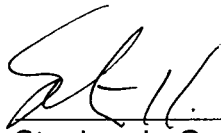
Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

ALCOCER GARCIA ASSOCIATES, INC.

George A. Garcia
George A. Garcia, Architect and Vice President

Approved as to Form:

Atlas, Hall & Rodriguez, LLP

By:  _____
Stephen L. Crain



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2013

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).

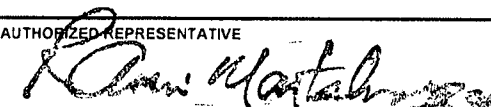
PRODUCER Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	CONTACT NAME: San Juanita Palacios PHONE (A/C No. Ext): (956) 968-5521 E-MAIL ADDRESS: sanjuanita@montalvoinsurance.com	FAX (A/C No.): (956) 969-9198
	INSURER(S) AFFORDING COVERAGE	
INSURED AGA, Inc., DBA: Alcocer, Garcia Associates, 1333 East Jasmine Ave. McAllen TX 78501	INSURER A: State Auto Insurance Companies	
	INSURER B: Hartford Casualty Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1393001242 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP2489589-05	5/8/2013	5/8/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46WBCRU2956-06	4/26/2013	4/26/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S. Highway Business 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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APPROVED

AI-39960

Purchasing Department 42. D. 0.

CC REGULAR

Meeting Date: 10/15/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Second Amendment" (approved as to form by legal) to the existing AIA B101-2007 (Standard Form Of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) of the revision of budget increase request in connection to the architectural services for "Design and Construction Of A New Constable Building" in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 1200-431-00-124-007-0-311

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Second Amendment Document

AIA Contract Document

Form Review

Inbox
Purchasing Department
Budget & Management
Auditor's Office

Reviewed By

Date

Form Started By: Vangie Garcia

Started On: 07/30/2013 04:29 PM