

STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT #2
TO
AGREEMENT BETWEEN THE COUNTY OF HIDALGO
AND SAM GARCIA ARCHITECT LLC
(Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades)
C15-160-09-15**

This **AMENDMENT** (the "Second Amendment"), dated the 27th day of June, 2017, is between **SAM GARCIA ARCHITECT LLC** (the "Architect") and **HIDALGO COUNTY, TEXAS** (the "Owner"), and amends the Agreement (as such term is defined below).

WHEREAS, Architect and Owner executed that certain Agreement (reference number C15-160-09-15) made as of the 15th day of September, 2015, in which the Architect agreed to provide professional services for the Owner's Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades project (the "Project") located at 301 E. Hackberry Avenue, McAllen, Texas (the "Original Agreement"), and which was amended by that certain Amendment #1 to Agreement Between the County of Hidalgo and Sam Garcia Architect LLC dated the 7th day of March 2016 (as so amended, the "Agreement");

WHEREAS, the original bids for a contractor for the Project came in higher than the parties anticipated, and the Owner has now opted to use a construction manager at risk ("CMAR") process for the Project;

WHEREAS, the Architect and Owner have agreed to amend the Agreement as set forth herein to address the use of the CMAR process;

WHEREAS, these changes are expected to increase the compensation due to the Architect pursuant to the Agreement from Fifty-Four Thousand, Nine Hundred and Twenty-Five Dollars (\$54,925.00) to approximately Ninety-Seven Thousand, Five Hundred Dollars (\$97,500.00); and

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect hereby agree as follows:

1. **Change to CMAR Process.** Architect acknowledges and agrees that the Project will proceed with a CMAR. After the date of this Second Amendment, once the Owner contracts with a Construction Manager for the Project, the Architect shall consult with the Construction Manager and provide the Architect's services under the Agreement in conjunction with the services of the Construction Manager.

2. Amendments. The Agreement is amended as follows:

a. Section 1.1 of AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (the "B101") of the Agreement is amended by adding the following new Sections 1.1.1 and 1.1.2 at the end thereof:

§ 1.1.1 The Owner's budget for the Cost of the Work, as defined in Section 6.1, plus compensation of the Construction Manager for Preconstruction Phase Services is as follows: One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00). For the avoidance of doubt, all compensation to the Construction Manager pursuant to the Owner's agreement with the Construction Manager referenced in Section 1.1.2 is included in the budgeted amount set forth in the first sentence of this Section 1.1.1.

§ 1.1.2 The Owner intends to retain a Construction Manager pursuant to the following form of agreement: AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Contractor, as modified by the Owner.

b. The following new Sections 3.1.8 through 3.1.9.3 are added at the end of Section 3.1 of the B101:

§ 3.1.8 In general, in performing services pursuant to this Agreement, Architect will coordinate and consult with the Construction Manager.

§ 3.1.9 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.1.9.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.1.9.3 Upon authorization by the Owner, and subject to Section 4.3.1.9, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.1.9.3 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, unless the Owner either (1) gives written approval of an increase in the budget for the Cost of the Work (which may be by execution of the GMP Amendment) or (2) implements any other mutually acceptable alternative, then the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget. Based on the Owner's decision with respect to such recommendations, the Architect shall incorporate the required modifications in the Drawings, Specifications or other documentation.

c. In Section 4.1.3 of the B101, the period at the end of Section 4.1.3.7 is replaced with a semi-colon, and the following new provision is added at the end of section 4.3.1.8 of the B101:

and

.9 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the GMP Amendment or Control Estimate.

d. Section 6.1 of the B101 is amended to read as follows in its entirety:

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

e. Section 10.2 of the B101 is amended to read as follows in its entirety:

§ 10.2 Terms in this Agreement shall have the same meaning those in AIA Document A201-2007, General Conditions of the Contract for Construction as modified by the Owner and attached hereto as Exhibit "B" (and all references to the A201 in this Agreement are to such modified version). Unless the context otherwise requires, the term "Contractor" as used in this Agreement shall mean the Construction Manager.

f. Section 11.1 of the B101 is amended to read as follows in its entirety:

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: Six and one half percent (6.5%) of the Cost of the Work.

g. The following new Sections 11.10.2.1. through 11.10.2.5 are added at the end of Section 11.10.2 of the B101:

§ 11.10.2.1. Interim Payments Based of Estimated Cost. The parties acknowledge that prior to the execution of the second amendment to this Agreement (the "Second Amendment"); payments were made based on the prior provisions of this Agreement. Following execution of the Second Amendment, as the Cost of the Work is not yet known, payments will be based on the Estimated Cost (as defined herein). "Estimated Cost" shall mean:

- .1 Prior to execution of the GMP Amendment, the Owner's budget provided in Section 1.1.1.
- .2 Upon execution of the GMP Amendment, the Cost of the Work as set forth therein.

§ 11.10.2.2 The actual Cost of the Work for purposes of Section 11.1 shall be determined upon Substantial Completion.

§ 11.10.2.3 The parties acknowledge that Architect has been paid an aggregate amount of Forty-One Thousand One Hundred Ninety-Three and 75/100^{ths} Dollars (\$41,193.75) (such aggregate amount, the "Pre-2nd Amendment Payment") pursuant to this Agreement on or prior to June 15, 2017, which Pre-2nd Amendment Payment was based on terms in effect prior to execution of the Second Amendment. In the next Request for Payment delivered pursuant to Sections 11.10.2 and 14.1 after execution of the Second Amendment, the Architect will include the difference (the "Catch-Up Amount") between (i) the Pre-2nd Amendment Payment and (ii) the amount that would have been due through such time had the Second Amendment been effective prior to calculation of the Pre-2nd Amendment Payment (but not including any interest). The Catch-Up Amount is expected to be approximately Thirty-One Thousand, Nine Hundred Thirty-One and 25/100^{ths} Dollars (\$31,931.25).

§ 11.10.2.4 Adjustment Based on Actual Cost of the Work. In the Request for Payment delivered pursuant to Sections 11.10.2 and 14.1 after Substantial Completion, the Architect will calculate the amount due to account for the difference, if any, between the amounts previously invoiced based on the Estimated Cost and the amount that would have been invoiced had those Requests for Payment been based on the actual Cost of the Work. In the event, once the calculation based on the actual Cost of the Work is done, the Architect was paid more than due, the Architect shall refund such overpayment to Owner within thirty (30) days of Substantial Completion.

§ 11.10.2.5 The Architect acknowledges and agrees that no interest will be due or payable to Architect based on the adjustments in Sections 11.10.2.3 and 11.10.2.4, and that such adjusted amounts were not due before such adjustment and delivery of the relevant Requests for Payment pursuant to such sections.

h. Section 2.1.1 of AIA Document A201-2007 General Conditions of the Contract for Construction Between Owner and Architect as modified by Owner and attached to the Agreement as Exhibit B (the "A201") is amended to read as follows in its entirety:

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum or the Guaranteed Maximum Price (the "GMP"), or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed \$10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Construction Manager and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

i. Section 3.2.1 of the A201 is amended to read as follows in its entirety:

§ 3.2.1 Execution of the Contract and execution of the Guaranteed Maximum Price Amendment (the "GMP Amendment") by the Construction Manager are representations that the Construction Manager has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

j. Section 3.4.2.3 of the A201 is amended to read as follows in its entirety:

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent, including any claim for an increase in GMP related to such substitution; and

k. Sections 3.7.4 and 3.7.5 of the A201 is amended to read as follows in their entirety:

§ 3.7.4 Concealed or Unknown Conditions. If the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum, GMP or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Construction Manager in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the GMP, Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Construction Manager and by the Construction Manager's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Construction Managers inspections, tests, reviews and pre-construction services that Construction Manager had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Construction Manager encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Construction Manager shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Construction Manager shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the GMP, Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

l. Section 3.9.2 of the A201 is amended to read as follows in its entirety:

§ 3.9.2 The Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Construction Manager. No increase in Contract Time or GMP shall be allowed in the event the Owner or Architect objects to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.10.1 The Construction Manager, promptly after execution of the GMP Amendment (if not included within the GMP Amendment), shall prepare and submit for the Owner's and Architect's review and approval a Construction Manager's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Construction Manager's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Construction Manager shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Construction Manager intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Construction Manager shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Construction Manager shall not be entitled to an adjustment in the GMP or the schedule.

m. Section 3.10.2 of the A201 is amended to read as follows in its entirety:

§ 3.10.2 The Construction Manager shall prepare a submittal schedule, promptly after execution of the GMP Amendment (if not included within the GMP Amendment) and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Construction Manager's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Construction Manager fails to

submit a submittal schedule, the Construction Manager shall not be entitled to any increase in GMP or extension of Contract Time based on the time required for review of submittals.

n. Section 3.19.2 of the A201 is amended to read as follows in its entirety:

§3.19.2 If, after award of contract, the Construction Manager or one of the Construction Manager's Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Construction Manager's ability to satisfactorily perform the work or to honor the Warranty, the Construction Manager shall promptly notify the Architect, in writing, providing detailed substantiation for the Construction Manger's position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in GMP or Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

o. In Article 7 of the A201, all references to the "Contract Sum" shall mean the Contract Sum and GMP, as applicable.

p. In Sections 8.1.1.2 and 15.1.7 of the A201, references to Section 3.1.1 of the A101 to which the A201 is attached, are instead to section A.2.2 of the GMP Amendment.

q. Section 9.1.1 of the A201 is amended to read as follows in its entirety:

§ 9.1.1 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of the Owner under this Agreement, then the Owner may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

r. Section 8.2 of the A201 is amended to read as follows in its entirety:

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the GMP Amendment, the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.

s. Exhibit C of the Agreement is amended by adding the insurance certificate attached as Exhibit I hereto at the end thereof. References in the Agreement to Exhibit

"C" shall be deemed to be to Exhibit C" as amended hereby to include the certificate attached hereto as Exhibit I.

3. **Ratification.** 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.

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

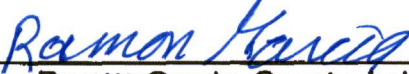
SAM GARCIA ARCHITECT LLC

By: _____


Sam R. Garcia, Jr.
AIA Principal and Managing Member

COUNTY OF HIDALGO

By: _____


Ramon Garcia, County Judge

ATTEST:

By: _____


Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 6/27/17 

**APPROVED AS TO FORM FOR COUNTY
ATLAS, HALL & RODRIGUEZ, LLP**

By: _____


Stephen L. Grain

EXHIBIT I
TO
AMENDMENT #2
TO
AGREEMENT BETWEEN THE COUNTY OF HIDALGO
AND SAM GARCIA ARCHITECT LLC
(Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades)
C15-160-09-15

ADDITIONAL INSURANCE CERTIFICATE
(Becomes part of Exhibit C of the Agreement)



SAMGA-1

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2017

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 have **ADDITIONAL INSURED** provisions or 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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	956-682-2841	CONTACT NAME: Erika Alanis PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ealanis@swkins.com
INSURED Sam Garcia Architect, LLC P. O. Box 716 McAllen, TX 78505	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co NAIC # 24082 INSURER B: HARTFORD INSURANCE CO. 29424 INSURER C: AmTrust North America INSURER D: Lloyds of London INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		BZS1755545182	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		KPP103816301	05/01/2017	05/01/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		65WBCAJ5422	11/27/2016	11/27/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab		PSF00252584	04/18/2017	04/18/2018	EachClaim \$ 2,000,000 Aggregate \$ 2,000,000

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

2015 Chevrolet Silverado Truck
VIN# 1GCRSEC8FZ278534

CERTIFICATE HOLDER Hidalgo County Purchasing Dept 2812 South Bus. Hwy 281 Edinburg, TX 78539	HIDCOUN	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 <i>Cynthia Cabaza</i>
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AI-60414

Purchasing Department 21. C. 2.

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of amendment #2 to AIA B101-2007 Contract #C-15-160-09-15 with contracted architect, Sam Garcia Architect, LLC, to amend and include the CMAR process and to increase compensation in the amount of \$42,575.00. for the "Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades," for Hidalgo County Precinct No. 2

BACKGROUND

Legal Approval: Amendment drafted by Debra Goetz from Atlas & Hall Form 1295 has been requested from vendor, will attach as soon as received.

Fiscal Impact

CALENDAR YEAR: 2017 ACCT. #: 7-1350-452-00-122-121-0-730

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 6/23/17. PO#733837 will be increased accordingly.

Attachments

[backup](#)

[backup](#)

[backup](#)

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 01:39 PM
Budget & Management	Veronica Ortiz	06/23/2017 01:52 PM
Merlen P. Munoz	Merlen P. Munoz	06/23/2017 04:13 PM
Final Approval	Monica Badillo	06/23/2017 06:36 PM
Form Started By: Rocio Villarreal		Started On: 06/22/2017 02:32 PM
Final Approval Date: 06/23/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2017-228117

Date Filed:
 06/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sam Garcia Architect, LLC
 McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

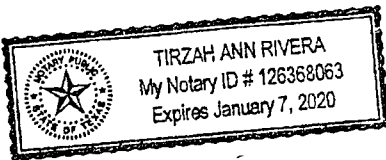
C-15-160-09-15 (Amended)
 Professional Architectural services for the Precinct 2 Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades. This is the 2nd amendment to this contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sam Garcia Architect, LLC	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sam Garcia, this the 23rd day of June, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature]
 Signature of officer administering oath

Tirzah Ann Rivera
 Printed name of officer administering oath

State of Texas Notary
 Title of officer administering oath