

AMENDMENT NO. 2 TO AGREEMENT BETWEEN  
OWNER AND ARCHITECT  
REGARDING TOM GREEN COUNTY LIBRARY

This Amendment is made and entered into by and between Tom Green County, a political and legal subdivision of the State of Texas (hereinafter referred to as County) and Holzman Moss Bottino Architecture LLP (hereinafter referred to as Holzman), to be effective as of June 14, 2010.

WHEREAS, the parties on October 24, 2006 entered into an Agreement Between Owner and Architect Regarding Tom Green County Library relating to the design, construction, and administration of the conversion, renovation, upgrade and expansion of the Tom Green County Library located on West Beauregard Avenue, San Angelo, Tom Green County, Texas;

WHEREAS, the Agreement provided for a schedule of completion in May of 2009; however, issues arose beyond the control of any of the parties including but not limited to the presence of asbestos within the new Tom Green County Library formerly known as the Hemphill-Wells building which necessitated the abeyance of construction services until the asbestos had been abated by the City of San Angelo;

WHEREAS, Templeton Construction Co., Inc. was delayed in the commencement of its construction of the Tom Green County Library until the completion of the asbestos abatement in late October or early November 2008;

WHEREAS, during the course of the Project the County has approved several change orders to the Project which has added additional time and expense to the construction of the Project;

WHEREAS, it has been represented by Templeton Construction Co., Inc. construction of the Project shall be completed by the end of December of 2010 with occupancy of the Tom Green County Library to occur by January 2011;

WHEREAS, Holzman Moss Bottino Architecture LLP has submitted to the County a request for additional compensation due to the increase in the time of construction for the Project and after negotiations between the County and Holzman Moss Bottino Architecture LLP, it has been agreed Holzman shall be entitled to additional compensation for its services and expenses as follows:

NOW, THEREFORE, County and Holzman agree as follows:

1. Article 1.1(h) shall be replaced with the following:
  - 1.1(h) Total Construction Cost - means all costs, fees, compensation and expenses incurred in the proper performance of the construction of the Project as defined in the Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor as amended and reflected within the Agreement dated October 25, 2005