

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT#2  
TO AIA B133-2014  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT,  
C-17-308-04-17**

This AMENDMENT to the AIA Document B133-2014, between Alvarado Architects and Associates, Inc. (“the Architect”) and **HIDALGO COUNTY, TEXAS** (“Owner”), effective \_\_\_\_\_ day of \_\_\_\_\_, 2021, is made between the Architect and the Owner, (the “Amendment”), as follows:

**WHEREAS**, Architect and Owner executed the AIA Document B133-2014, between Architect and the Owner on April 17, 2018, in which the Architect agreed to provide professional services for Design and Construction of Sunset Park Operations Facility –Pct.1 located at FM 1015 Off of Mile 11 North & 1 ½ West Mercedes, Texas (the “Agreement”);

**WHEREAS**, on or about August 18, 2020, the Architect and Owner executed Amendment #1 to AIA B133-2014 to modify the original scope of services to be provided by the Architect for the owner under the Agreement with respect to Design and Construction of Sunset Park Operations Facility due to an increase in square footage to 9,360 Sq. and reflecting the estimated increase in construction cost to \$1,400,000.00 and estimated compensation to be paid to the Architect under the Agreement.

**WHEREAS**, section 3.5 of AIA B133-2014, provides for the Architect’s duties and obligations related to Construction Documents Phase Services. Articles 4 and 6 of AIA B133-2014 provide for revisions to Architect’s drawings as an additional service.

**WHEREAS**, as part of this change in circumstances, it was determined that Architect would need to redesign and provide new construction documents for the Sunset Park Operations Facility for the purposes of developing a Guaranteed Maximum Price; consequently, Architects provided that the cost for these additional services is not to exceed \$28,000.00. (*See Exhibit A, B2Z Engineering correspondence dated April 8, 2021, and Alvarado Architects & Associates, Inc. Revised Amendment and Architect’s Application for Payment dated July 1, 2020, all addressing the additional services and related fee*).

**WHEREAS**, the parties desire to amend the Agreement 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, Owner and Architect hereby agree to the following amendment to the Agreement.

1. In addition to the modifications to the scope of services and respective increase in estimated compensation previously agreed to in the First Amendment to AIA B133-2014, Parties agree that due to the change in circumstances described herein, the scope of services in the

Agreement is modified, and shall be provided, as described in **Exhibit A** to this Amendment to include the referenced additional services of redesigning and providing new construction documents for the Sunset Park Operations Facility.

2. Parties agree that in accordance with sections 4.3 and 4.3.1 of AIA B133-2014, Architect provided the required notice to Owner regarding the necessity for the additional services, and Owner provides this written authorization for Architect to proceed with the additional services.
3. Parties agree that section 11.3 of AIA B133-2014 is hereby revised to include the following:

**§11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Architect shall perform the agreed upon additional services of redesigning and providing new construction documents for the Sunset Park Operations Facility for a fee not to exceed \$28,000.00 as indicated in **Exhibit A** to this Amendment.

4. 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 herein.

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

**HIDALGO COUNTY, OWNER**

**ALVARADO ARCHITECTS AND ASSOCIATES, INC.**

\_\_\_\_\_  
**Richard F. Cortez, County Judge**

\_\_\_\_\_  
**Erasmó D. Alvarado Jr., AIA Principal and President**

**ATTEST:**

\_\_\_\_\_  
**Arturo Guajardo Jr., County Clerk**

APPROVED AS TO FORM:  
Hidalgo County Criminal District Attorney's Office,  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Robert Viña, III, Assistant Criminal District Attorney