

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 16
TO AIA DOCUMENT B133-2014
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT,
CONSTRUCTION MANAGER AS CONSTRUCTOR EDITION
C-16-141-10-31**

This AMENDMENT No. 16 to the AIA Document B133-2014 Agreement, as defined below, between **HDR ARCHITECTURE, INC.** (“Architect”) and **COUNTY OF HIDALGO, TEXAS** (“Owner”), is made effective the ____ day of November, 2021, (the “Amendment No. 16”), as follows:

WHEREAS, Architect and Owner executed the above-referenced AIA Document B133-2014 Agreement between Architect and Owner dated November 27, 2017, in which the Architect agreed to provide professional design and other services for the Hidalgo County New Courthouse located in Edinburg, Texas (“Project”), together with all its attachments, exhibits and prior Amendments (collectively, the “Agreement”);

WHEREAS, The Owner requested a proposal from Architect to perform additional professional design, construction contract administration and other services; and

WHEREAS, the Architect and Owner have agreed to modify the Agreement as indicated below.

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 the parties acknowledge, Owner and Architect hereby agree to the following Amendment to the Agreement.

1. The Owner accepts Architect’s proposal addressed to Hector Garcia, Hidalgo County Purchasing, dated September 30, 2021, to perform additional services generally referred to as Perimeter Electrical Components (Phase 2), an assessment of existing lighting poles and electrical equipment outside of the original Project perimeter and designate the relocation and removal of same, as more fully described in such proposal and its attachment(s) (“Proposal”), which is attached as Exhibit A to this Amendment No. 16.
2. The Architect shall in addition to its other obligations under the Agreement properly and timely perform all of the scope of services as provided in the Proposal, Exhibit A.
3. The total lump sum cost for the timely and proper completion of all of the services required by Task 1 and Task 2 of the Proposal, Exhibit A, including the services of

all consultants required, is Twenty Thousand, Three Hundred and Twenty-Five Dollars (\$20,325.00) and includes all expenses Architect incurs, directly and indirectly.

4. The total monthly fee for the proper and timely completion of Project Phase 2 Site Construction Contract Administration services (generally related to demolition) required by prior Amendments and Task 3 of the Proposal, Exhibit A, is Thirty-Two Thousand and Seven Dollars (\$32,007.00) per month (\$29,407.00 – Amendment 11 + \$2,600.00 – this Amendment 17 increase); and such monthly amounts include payment for all fees and expenses of Architect and its consultants ERO and Halff Associates. The amount owed for the final month in which such services are requested and provided shall be prorated for the number of days such services were provided.
5. Except as modified by this Amendment, all terms and conditions of the Agreement shall 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.

HIDALGO COUNTY, TEXAS
OWNER

HDR ARCHITECTURE, INC.
ARCHITECT

The Hon. Richard Cortez
County Judge

Chad W. Anderson
Authorized Managing Principal

Attest:

Arturo Guajardo, Jr.
County Clerk