

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT#3  
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 **03<sup>rd</sup>** day of **May, 2022**, 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**, on or about May 25, 2021, the Architect and Owner executed Amendment #2 to AIA B133-2014 to provide a redesign and new construction documents required for the purposes of developing a Guaranteed Maximum Price; consequently, a fixed fee of \$28,000 was provided by Architect to perform these additional services.

**WHEREAS**, it has become necessary for the Architect to submit their revised fee proposal to confirm that only Architectural Services will be provided under the Basic Services, and to reflect the approved total project increase to \$1,663,131.00 through Guaranteed Maximum Price Amendment No.1 of the construction contract; with estimated compensation to be paid to the Architect under the agreement.

**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 based on the Guaranteed Maximum Price Amendment No.1 of the construction contract of this project, 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

revised proposal fee documents.

2. Parties agree that in accordance with sections 4.3 and 4.3.1 of AIA B133-2014, Architect provided the required notice to the Owner regarding the necessity for the revised fee proposal for services, and Owner provides this written authorization for the Architect to proceed with the 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 Architectural services for the Sunset Park Operations Facility 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.

**[Signature Page to Follow]**

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON MAY 03, 2022.**

**Agenda Item No. 85600**

**Executive Office:** \_\_\_\_\_

**VENDOR:**

ALVARADO ARCHITECTS  
AND ASSOCIATES, INC.

**COUNTY:**

COUNTY OF HIDALGO

\_\_\_\_\_  
Erasmus D. Alvarado Jr., AIA Principal & President

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

**APPROVED AS TO FORM**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**ATTEST:**

\_\_\_\_\_  
Robert Viña, III, Assistant District Attorney

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

**ATTACHMENTS:**

Exhibit "A"

**SUPPLEMENTAL SIGNATURES:**