

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 27
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. 27 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 __, of September, 2025 (“Amendment No. 27”), as follows:

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

WHEREAS, The Owner and Architect have been performing the Agreement, which is still in effect and being performed with respect to Phase 1 of the Project, Phase 1 being described generally as the design and construction of the new courthouse building, adjacent related improvements and exterior spaces (“Project Phase 1”); and

WHEREAS, The Owner previously retained the Architect to provide additional Services under the Agreement with respect to the adjacent existing courthouse building, related improvements and exterior space (“Project Phase 2”); and

WHEREAS, The Owner and Architect previously duly entered into Amendment No. 26 to the Agreement that concerned Services for Project Phase 2; and

WHEREAS, The Architect has at Owner’s request performed some but not all of the Services that are the subject of and described in Amendment No. 26, and received corresponding compensation from the Owner for such Services to the extent performed as provided in Amendment No. 26 and the Agreement; and

WHEREAS, The parties intend to delete certain Services from Amendment No. 26 not yet performed, specifically the Services that were described in Amendment No. 26 as: “Contract Amendment 24 from HDR to Hector Garcia with Hidalgo County Purchasing dated March 27, 2025 (“Amendment 24 Revised Proposal” attached as Exhibit D)” (“Deleted Services”); and

WHEREAS, The Owner requested, and Architect submitted, Architect's proposal, attached to this Amendment No. 27 as Exhibit A and dated August 20, 2025, to provide Services with respect to the Walk of Heroes/COVID Memorial and canopy to be installed in the Meandering, NE corner of site, and related improvements ("Architect August 20, 2025, Proposal"); and

WHEREAS, the Architect and Owner have agreed to amend the Agreement as provided 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 agree to this Amendment No. 27 to the Agreement, as follows:

1. The Deleted Services are removed from Architect's scope of Services under the Agreement and shall not be performed by Architect or compensated by Owner.
2. The Owner accepts the Architect August 20, 2025, Proposal, and the Agreement is amended accordingly. The Services described in the Architect August 20, 2025, Proposal shall be timely and properly performed by Architect and Architect's consultants identified therein ("Amendment No. 27 Services").
3. The lump sum fee for Tasks 1 and 2 of Amendment No. 27 Services is Ninety-Two Thousand Dollars (\$92,000.00), which includes payment for all fees and expenses of Architect and Architect's consultants. Task 3 of Amendment No. 27 Services will be provided on an hourly basis as described in the Architect August 20, 2025, Proposal.
4. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect, and Owner and Architect ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment No. 27.

APPROVAL:

a) Approval for Price greater than \$50,000.00: Approved by Commissioners' Court on September , 2025, as indicated below by signature of the County Judge; or

b) Approval for Price of \$50,000.00 or less: Approved by Owner's Designated Representative. The Owners Designated Representative consists of the individuals, appointed respectively by the County Judge and County Commissioners, when acting jointly with a simple majority as authorized by and on behalf of the Owner, subject to all limitations on the Owner's Designated Representative's authority as provided below. Any decision made by or act of the Owner's Designated Representative shall be in writing and signed by the designated individuals serving as members of the Owner's Designated Representative at the time of such decision or act signifying their joint agreement. Such individual members may be changed from time to time in the sole discretion of the County acting through the County Judge and County Commissioners by written notice. Such notice shall be comprised of a letter on the official County stationery of the County Judge or Commissioner, as applicable, stating: (A) that the County Judge's or such Commissioner's nominee to serve as a member of the Owner's Designated Representative is being changed, (B) the name and contact information of the new member, (C) the name of the member being replaced, and (D) the effective date of the change. Such notice shall be sent to all other members of the Commissioners Court and the designated representatives of the Project Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

The Owner's Designated Representative shall not have authority to make decisions or act on behalf of the Owner for: (A) Approval of the final Schematic Design drawings; (B) Approval of any additional funding to the Project in excess of the \$150,000,000 project budget; (C) Approval of any new contract in excess of \$50,000; (D) Approval of any Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders; Agreement Amendments or other expenditure in excess of \$50,000; (E) Approval of any Work Authorizations, Change Orders or Agreement Amendments increasing the Agreement or Project duration; and (F) Approval of final payments and contract close-outs. The Owner's Designated Representative has only such authority as duly granted by the Commissioners' Court of the Owner.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON _____

Agenda Item No. _____

Executive Office: _____

HDR ARCHITECTURE, INC.
ARCHITECT

HIDALGO COUNTY, TEXAS
OWNER (More than \$50,000.00)

Chad W. Anderson
Authorized Representative,
Managing Principal

The Hon. Richard Cortez
County Judge

HIDALGO COUNTY, TEXAS
OWNER (\$50,000.00 or Less)

By:

ATTEST:

By:

Arturo Guajardo, Jr.
County Clerk

By:

Attachments:

By:

By: