

Amendment #1

Webb County Fair Grounds Project

The original agreement (AIA Document B133-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition) the “Original Agreement”, dated August 23, 2021 between Webb County, a political subdivision of the State of Texas (“Owner”) and Juan Homero Sanchez Architect, Inc. D/B/A JHS Architects (“Architect”) is hereby amended, pursuant to Article 13, §13.1 of the Original Agreement, in the following respects where the matter to be omitted is enclosed in brackets and by using strikeout type and where new matters are indicated by underscoring and by using italics:

Article 1 Initial Information

§ 1.1.1 The Owner's program for the Project:

Situated as part of a 140 acre tract owned by Webb County, the County Fairgrounds Project will consist, based on budget limitations (Cost of the Work), a 4,000 (approximately) fixed seat main events center facility which includes multi-use components that can serve as a banquet hall (with kitchen), ballroom, or a conference center, and offices which shall be verified by Owner during the Schematic Design Phase, subject to compliance with Owner's budget for the cost of the Work and the accepted Guaranteed Maximum Price proposal submitted by Construction Manager-at- Risk (CMAR) and approved by Owner, (Phase I).

Owner's program for Phase II of the Project is design and construction of a Secondary Arena, Exposition Hall, Outdoor Pavilion, Multi-use Event Area Plaza, Dirt Barn, Multi-use Outdoor Stage Area, and associated landscaping. Also included are all event parking, trailer/bus/RV parking, driveways, lighting, site and all utility and drainage infrastructure (including but not limited to a detention pond). The proposed work shall include planning and design for all phases of the project, with the estimated Cost of the Work to be verified by Owner and CMAR at each stage of design (Schematic Design Documents, Design Development Documents and Construction Documents), all as depicted on the attached Exhibit A, incorporated herein by reference as if set out in full for all intents and purposes.

§1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Thirty Million Dollars (\$30,000,000.00) for Phase I.

Thirty-Two Million Six Hundred Eight-Eight Thousand Four Hundred Nineteen Dollars (\$32,688,419.00) for Phase II as set forth in Exhibit 1 attached to this Amendment 1 and incorporated herein for all intents and purposes.

§1.1.4 The Owner's anticipated design and construction milestone dates

- .1 Design Phase milestone date, if any:

Final Plans and Specifications (Construction Documents) shall be completed on or before nine months (9) from the Effective Date, excluding any review time or approvals of the Plans and Specifications (Construction Documents) by Owner, Owner's Representative or Construction Manager at Risk for Phase I.

Construction Documents for Phase II shall be completed within one hundred eighty (180) calendar days of the effective date of this Amendment #1, excluding any CMAR review time, Architect redesign time or Owner approval time. Schematic Design Documents, Design Development Documents and Construction Documents for Phase II shall be prepared and submitted to the CMAR for review and cost estimation once completed to 75%, provided that the CMAR agrees that the document has been completed to 75% which said agreement shall not be unreasonably withheld by CMAR. 75% complete documents shall include all elements of the design including but not limited to sitework design (sitework being the scope of work relating to building exterior, and that is not part of a building's physical structure including but not limited to clearing, soil erosion control, grading, excavation, drainage, sewer systems, paving, foundation and other utilities) MEP designs, landscape designs, and any other elements needed by the CMAR to estimate the cost of the work.

Upon CMAR's submission of his estimate of the Cost of the Work, Architect will proceed in accordance with §3.3 Schematic Design Phase Services, §3.4 Design Development Phase Services or §3.5 Construction Documents Phase Services of the Original Agreement as is appropriate for the phase of document completion.

## Article 11 Compensation

§11.1 For the Architect's Basic and Supplemental Services described under Article 3 and Article 4, the Owner shall compensate the Architect as follows:

### .1 Stipulated Sum

For Phase I An amount not to exceed One Million Six Hundred Thirty-Two Thousand Dollars (\$1,632,000.00) which includes Architectural Basic Services, Supplemental Services, and the Specialty Consultants retained under § 1.1.12.2 of the Agreement.

For Phase II an amount not to exceed One Million Six Hundred Thirty - Four Thousand Four Hundred Twenty Dollars (\$1,634,420.00).

§11.3 For Additional Services, the Owner shall compensate the Architect if such Services are agreed to by Owner in writing as follows:

### For Phase II Services

Kiser Arena Specialist (Footing Specialist) \$16,860.00  
Fees as per proposal email dated 01/04/2021 to Ed Quiroga

BAI, LLC (Acoustical/Audiovisual Consultant) \$62,500.00  
Fees as per proposal dated 04/29/2024 to Mr. Randy Hohlaus AIA

<u>Food Service Design Professionals (Food Service Consultant)</u> <u>Fees as per proposal dated 04/30/2024 to Mr. Randy Hohlaus, AIA</u>	<u>\$24,800.00</u>
<u>Combs Consulting Group (IT/Security Consultant)</u> <u>Fees as per proposal dated 04/16/2024 to Mr. Randy Hohlaus, AIA</u>	<u>\$97,000.00</u>
<u>WJHW, Inc. (Performing Arts Consultant)</u> <u>Fees as per proposal dated 04/26/2024 to Mr. Randy Hohlaus, AIA</u>	<u>\$104,800.00</u>
<u>Core Design Studio (Branding &amp; Wayfinding Consultant)</u> <u>Fees as per proposal dated 04/18/2024 to Mr. Randy Hohlaus, AIA</u>	<u>\$58,000.00</u>
<u>Fire Protection Consulting Group, LLC (Code Consulting)</u> <u>Fees as per proposal dated 04/29/2024 to Mr. Juan Homero Sanchez, AIA</u>	<u>\$16,200.00</u>
<u>Parkhill/Schrickel Rollins PSC (Landscape Architect)</u> <u>(Additional cost of Landscape Architect will need to be added by contract amendment.)</u>	<u>\$Unknown</u>

**Paragraph 2:** The parties agree that the foregoing amendment shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract which are hereby ratified by the parties and remain in full force and effect, with the exception of the parts or provisions of the contract which have been modified by this amendment or prior amendments.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 1 on the dates set forth below.

**[Remainder of Page Intentionally Left Blank  
Signature Page to follow.]**

Webb County

Juan Homero Sanchez Architect, Inc

\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Juan Homero Sanchez, AIA  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

Proposed/Draft

Exhibit A to  
Amendment #1 Webb County Fair Grounds Project

