

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT No. 5  
TO AIA A133-2009  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION  
MANAGER AS CONSTRUCTOR  
C-17-292A-03-27**

This **AMENDMENT** to the AIA Document A133-2009 Agreement, as defined below, between **HIDALGO COUNTY, TEXAS** (“**Owner**”) and **MORGANTI TEXAS, INC.** (“**Construction Manager**”) is made effective the 18<sup>th</sup> day of December, 2018, (the “**Amendment**”), as follows:

**WHEREAS**, Owner and Construction Manager executed the AIA Document A133-2009, Standard Form of Agreement between Owner and Construction Manager as Constructor on March 27, 2018, in which the Construction Manager agreed to provide construction manager services for the New Hidalgo County Courthouse Project located in Edinburg, Texas (the “**Agreement**”);

**WHEREAS**, the Construction Manager and Owner have agreed to modify the Owner’s Designated Representative for the Agreement; and

**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, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledge, Owner and Construction Manager agree to the following Amendment to the Agreement.

1. The Owner’s Designated Representative identified on Page 1 of the Agreement is amended as follows:

The Owner’s 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 with respect to the Agreement, subject to all limitations on the Designated Representative’s authority as provided by this Agreement. Any decision made by or act of the Owner’s Designated Representative shall be in writing and signed by 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 Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

2. Section 3.2 of the Agreement is amended as follows:

**§ 3.2 Owner's Designated Representative**

The Owner's Designated Representative shall render its decisions promptly and furnish its information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of Modified A201–2007 or elsewhere in the Contract Documents, the Architect does not have the authority granted to the Owner's Designated Representative. The term "Owner" means the Owner or the Owner's Designated Representative. Except with respect to the limitations of authority stated below, Owner's Designated Representative shall have authority to make decisions and act on behalf of the Owner with respect to the Project in all circumstances including, without limitation, reviews and approvals of Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders and Agreement Amendments. 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 Change Order increasing the contract 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.

3. Except as modified by this Amendment, all terms and conditions of the Agreement and all its attachments and exhibits shall remain in full force and effect, and Construction Manager and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

[signature page follows]

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

**HIDALGO COUNTY, OWNER**

**MORGANTI TEXAS, INC.**

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**Ramon Garcia, County Judge**

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**Joseph W. Kummer, Vice President**

**ATTEST:**

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**Arturo Guajardo Jr., County Clerk**