

STATE OF TEXAS           §  
COUNTY OF HIDALGO   §

**AMENDMENT No. 5  
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 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 March, 2020, (the “Amendment”), 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 services for the Hidalgo County New Courthouse located in Edinburg, Texas, together with all its attachments, exhibits and prior Amendments (collectively, the “Agreement”); and

**WHEREAS**, the Architect and Owner have agreed to modify the Agreement with respect to certain design and redesign services, 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 requested design and redesign services with respect to a future trash compactor to be located by the loading dock. The required Additional Services are summarized as follows:
  - a. Site Design (HDR)
    - i. Redesign dumpster area to accommodate future trash compactor
    - ii. Internal team coordination
  - b. Dumpster Enclosure (ERO) – redesign dumpster enclosure
  - c. Civil (Pacheco Koch)
    - i. Drainage design
    - ii. Update to City Drainage Report, if required
  - d. Electrical (Halff Associates) – electrical plan

2. No additional in-person meetings in Hidalgo County are included in the fee for this Amendment.
3. These Additional Services will be completed in three weeks from the notice to proceed.
4. The total lump sum cost for these services including, without limitation, the services of Architect and its consultants, Half Associates, Pacheco Kock and ERO, is \$26,250.00.
5. If the current Project construction schedule of thirty-eight (38) months is increased as a result of the construction of the improvements described herein, the Architect shall be paid Additional Services at the previously agreed monthly rate for each month by which such schedule is extended attributable to the construction of such improvements excluding, however, any schedule extension caused by the fault of the Architect. An extension for a partial month shall be paid on a pro rata basis for the number of days within the month such schedule was extended. The Architect and Owner do not currently anticipate that any such construction schedule extension will occur as a result of this Amendment.
6. 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, OWNER**

**HDR ARCHITECTURE, INC., ARCHITECT**

\_\_\_\_\_  
**Richard Cortez, County Judge**

\_\_\_\_\_  
**Harold G. Thompson, Managing Principal**

**ATTEST:**

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