

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 6
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. 6 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 24th 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 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 Architect to provide Schematic Design Services for an enclosed pedestrian bridge between two buildings as such services are further described in the proposal letter of Architect to Rocio Villarreal dated October 3, 2019, which together with its Exhibits A, B and C are attached as Exhibit 1 to this Amendment (“Amendment Scope of Services”).
2. The Amendment Scope of Services shall be completed within sixty (60) calendar days following (a) discussions with the Owner concerning the bridge project criteria, (b) discussions with TxDOT and the City of Edinburg concerning the bridge project, and (c) the completion of investigations of the Annex building to the extent necessary, as agreed by Owner and Architect, to begin the Schematic Design Services as evidenced by the issuance of a Notice to Proceed issued to Architect.
3. The total lump sum cost for the timely and proper completion of the Amendment Scope of Services is Two Hundred, Sixty-Five Thousand and 0/100 Dollars (\$ 265,000.00).

4. 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 F. Cortez, County Judge

Todd A. Tierney, Senior Vice President

ATTEST:

Arturo Guajardo Jr., County Clerk



EXHIBIT 1

October 3, 2019

Rocio Villarreal
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. Villarreal,

In order to maximize the efficiency of the major tenant of the Hidalgo County Annex/Administration Building (Annex) - the District Attorney - and that department's ability to access the new Hidalgo County Courthouse (HCCH), Jacobs has asked the HDR professional team to propose professional services for a Schematic Design (SD) study for a potential enclosed pedestrian bridge between the two buildings. The following scope addition would be an amendment to the new HCCH project's existing contract.

Schematic Design

\$ 265,000

Further description and a rough preliminary schedule of this is documented in Exhibits A and B. The Owner will also need to provide existing documentation prior to the professional team beginning this task. These items are listed in Exhibit C.

It is understood that the Owner will make a decision, after the SD document is priced by Morganti, of whether to proceed to the next step or not. We would submit a subsequent professional services proposal based on the scope of the project at that point and the Owner's intentions of proceeding forward.

If there are any questions, please do not hesitate to contact John Niesen or me.

Sincerely,
HDR Architecture, Inc.

Harold Thompson
Vice President

cc: John Niesen, Mike Brenchley, Halden Tally, Oscar Garcia, file



Exhibit A - Bridge

This Exhibit is intended to augment the scope already described in the proposal.

Professional Services Scope Assumptions

1. The professional team envisions three parts to the solution:

A. Project Scope 1 – New Pedestrian Bridge:

- i. Pedestrian Bridge spans from the third floor of the Annex to the second floor of the Judge's parking area of the new HCCH currently under construction.
- ii. Pedestrian Bridge is climate controlled.
- iii. Pedestrian Bridge will need to meet TxDOT head clearances spanning over E. Cano St.
- iv. Assumed construction cost of \$2.8 million.

B. Project Scope 2 – Connection of New Pedestrian Bridge to HCCH:

- i. Vertical supports for the Pedestrian Bridge will be embedded within the Owner's property line.
- ii. It is assumed from early studies of where the bridge might connect to the courthouse that this will not be at a curtain wall; therefore, no input from the exterior building envelope consultant has been included. The exterior architect, ERO, is fully capable of detailing necessary connections to non-curtain wall conditions.
- iii. We assume that this design will not interfere with or require modifications to inmate holding or movement spaces already constructed. As such, it is assumed that no interaction with Texas Commission on Jail Standards (TCJS) will be required.
- iv. Assumed construction cost of \$300,000.

C. Project Scope 3 – Connection of New Pedestrian Bridge to Annex:

- i. Vertical supports for the Pedestrian Bridge most likely will be embedded within the Owner's property line. Discussions with TxDOT may determine their amenability to locate supports within the public right of way.
- ii. If vertical supports for the Pedestrian Bridge are internal to the building, they will affect 3,200 square feet (1,600 square feet per floor) of the Annex Building.
- iii. The professional team conceptually will reconfigure the first and second floor plans of the Annex Building to accommodate the vertical supports of the Pedestrian Bridge.
- iv. This scope assumes that cosmetic and/or architectural renovation of third floor existing spaces in the Annex will be limited to the one room or space immediately adjacent to the location where the bridge ties into the Annex.
- v. MEP+ITS modifications that may be deemed as required by the AHJ for the Annex Building (for example: add electrical disconnects, fire alarm/fire protection upgrades to the existing systems, life safety items in the building that the bridge may trigger, etc.) would be beyond the scope of work estimated.

- vi. Providing existing drawings of the Annex in .dwg or .rvt format will be the responsibility of the Owner. We have not included time or resources in the proposal for creating or documenting existing conditions. A complete list of existing documentation required in order for the professional team to begin a thorough analysis of potential connection points is listed in Exhibit C. These will need to be provided prior to the proposed schedule being able to start.
 - vii. Assumed construction cost of \$1.4 million.
2. As a carryover from previous work on the project, there are no stated sustainability and/or LEED certification requirements for this project.
 3. If the Owner intends to hire a third-party Commissioning agent, we request they be brought on board no later than the end of the Schematic Design phase in order to 1. have the most impact to the project and 2. to limit the amount of potential rework to our documents from their requirements.
 4. It is assumed that the existing spaces being considered do not contain hazardous construction materials. Per sections 5.9 and 10.6 of our agreement, if hazardous materials are encountered, the County will assume all responsibility for testing, abatement and any other activities required to deal with said materials. If this delays the project, compensation may be due to the design team.
 5. Design professionals will design to current applicable codes. For the limited renovation in the Annex needed to receive the bridge and facilitate circulation, if there are instances where code has become more stringent than when the original building was designed and upgrades are required, HDR will discuss these with the Owner as needed.
 6. Presentations and meetings figured into this proposal are listed in the preliminary schedule, Exhibit B.
 7. The success of the SD process is predicated on decision-making representatives from the Owner, Architect and Contractor teams meeting for a three-and-one-half day design charrette to kick off the task. Assumptions and problems will be documented, initial solutions will be drawn, they will be presented to Owner representatives for input, revisions will be made and initial rough order of magnitude pricing will be developed. HDR will look to the Owner to coordinate and ensure that the other entities are present and fully engaged in the success of this process.
 8. Initial discussions with the City of Edinburg and TXDoT are deemed critical to the potentiality of a bridge concept. While these meetings are not shown in the schedule, we feel it is extremely important to hold these prior to the completion of SD. The professional team will support these presentations yet we feel the Owner needs to take the lead in scheduling and selling the concept to these groups. We have factored 1 trip to Hidalgo and 3 total meetings for this exercise and assume these will be able to be accommodated within the work schedule presented.
 9. HDR will create an SD document from which a preliminary construction price can be obtained so that the owner can determine if it will proceed.

10. The deliverable for this phase will be SD level plans, a specifications Table of Contents, a discipline narrative document, and one or two conceptual renderings to depict the scope. Deliverable will be electronic.
11. Disciplines incorporated into this study are exterior architecture, interior architecture, interior design, structural, site, life safety, door hardware, mechanical, electrical, plumbing, fire protection, fire alarm and security electronics.
12. If signage is required for this, the scope could be added to the main building's signage package being prepared separately.
13. No furniture, IT, Audio Visual, Communications, acoustician or vertical transportation scopes have been included.
14. We assume that the Owner will utilize Morganti to provide all construction cost estimates.

Exhibit B

Hidalgo County Courthouse

PRELIMINARY ARCHITECT'S SCHEDULE - BRIDGE

Updated: 10/3/2019

TASK	DAYS	START	PLAN END	ACTUAL	TEAM			Travel req'd
					HDR	CONSULT	OWNER	
0.01 Contract Signed		10/29/2019	10/29/2019		PM	--	COMM	
0.02 NTP Received		10/29/2019	10/29/2019		--	--	JAC	
1.00 Schematic Design	55	10/30/2019	12/24/2019					
Confirm existing documentation, organize backgrounds								
1.01 for team	11	10/31/2019	11/11/2019		--	ERO	--	
Professional Team Kick off meeting, Coordination &						ERO, HAL,		
1.02 initial design workshop (McAllen)	1	11/12/2019	11/12/2019		DZ, PM	TWG	CMAR, JAC	Design Charrette 1
1.03 Code Analysis	1	11/12/2019	11/12/2019		--	CC	--	
1.04 Initial meeting with Users, Owner reps, CMAR (McAllen)	1	11/13/2019	11/13/2019		DZ, PM	ERO, HAL, TWG	USERS, CMAR, JAC	
1.05 Follow up design workshop (McAllen), Mtg. W/ CMAR	1	11/14/2019	11/14/2019		DZ, PM	ERO, HAL, TWG	CMAR, JAC	
1.06 Outbrief presentation including prelim. Estimate	1	11/15/2019	11/15/2019		DZ, PM	ERO, HAL, TWG	CMAR, JAC, SC	
1.07 Develop structure and organization of SD report	4	11/18/2019	11/22/2019		PM, ADM	ERO	--	
1.08 Pull Specs TOC	1	11/18/2019	11/18/2019		ADM	--	--	
1.09 Disciplines Edit Specs TOC	3	11/19/2019	11/22/2019		HD	ERO, HAL, TWG	--	
1.10 Assemble Specs TOC	1	11/25/2019	11/25/2019		ADM	--	--	
1.11 Design Period, write narrative (on own)	23	11/25/2019	12/18/2019		HD	ERO, HAL, TWG	--	
1.12 Renderings	21	11/25/2019	12/16/2019		DZ	ERO	--	
1.13 Assemble Documents for QC	1	12/19/2019	12/19/2019		AR, ADM	--	--	
1.14 Professional Team QC	1	12/20/2019	12/20/2019		HDR	--	--	
1.15 Incorporate QC Comments	2	12/20/2019	12/22/2019		HD	ERO, HAL, TWG	--	
1.16 Assemble Documents for Final	1	12/23/2019	12/23/2019		AR, ADM	ERO, HAL, TWG	--	
1.17 Transmit Draft SD Package to Owner's Rep for Review	1	12/24/2019	12/24/2019		PM	--	--	
1.18 Transmit Final SD Package for Pricing	1	12/24/2019	12/24/2019		PM	--	--	
1.19 Transmit SD Package to Accessibility Consultant	1	12/24/2019	12/24/2019		PM	--	--	
2.00 Owner Review Period (SD)	36	12/30/2019	2/4/2020					
2.01 Owner Review	7	12/30/2019	1/6/2020		--	--	JAC	
2.02 Cost Estimating	21	12/30/2019	1/20/2020				CMAR	
2.03 Review of Cost Estimate	13	1/21/2020	2/3/2020				JAC, VISA	

Hidalgo County Courthouse

PRELIMINARY ARCHITECT'S SCHEDULE - BRIDGE

Updated: 10/3/2019

TASK	DAYS	START	PLAN	END	ACTUAL	TEAM			Travel req'd
						HDR	CONSULT	OWNER	
2.04 Owner Decision	1	2/4/2020	2/4/2020					COMM	

KEY TO TEAM ABBREVIATIONS

HDR STAFF POSITIONS

PM	Project Manager
PP	Project Principal
DZ	Architectural Designer
DA	Arch. Design Assistant
PA	Project Architect
AR	Architectural Coordinator
HD	Hardware Designer
CCA	Construction Contract Administrator
WF	Wayfinding
SEC	Security Designer
ADM	Admin Assistant

CONSULTANTS

ERO	ERO Architecture
HAF	Halff Associates
TWG	The Warren Group
TAS	Access Solutions
CC	Code Consultant

OWNER TEAM

SC	Steering Committee
Comm	Commissioner
JAC	Jacobs
CMAR	Constr. Mgr. at Risk
VISA	Owner's Rep Group





-  = Jacobs to coordinate
-  = Task Completed
-  = when due to HDR
-  = when issuing to Jacobs



Exhibit C – Existing Documentation Requirements

Owner shall be responsible for supplying the following documents for the existing Hidalgo County Annex/Administration Building:

1. Existing Survey – shall include all of the following:
 - a. TxDOT right-of-way
 - b. Easements
 - c. Property lines
 - d. Grading
 - e. Roadways
 - f. Parking Lots
 - g. Pedestrian Paving
 - h. Entrance Stairs & ramps
 - i. Site Development
 - j. Landscape
2. Actual Construction Documents with all the latest revisions, renovations, and additions to the original Annex/Administration building located on the southeast corner of E. Cano St and S. Closner Blvd (Business 281) – shall include all of the following:
 - a. Contract Documents (i.e. Drawings and Specifications)
 - i. Structural drawings – all latest revisions, renovations, and additions to the original structure and shall include all of the following:
 1. General notes
 - a. Building code(s)
 - b. Design loads – including all change in design loads for each revision and renovation to the existing structure(s)
 - c. Geotechnical information
 - d. Structural material properties
 2. Foundation plans
 - a. All shallow foundation sizes, reinforcing, location, and soil properties
 - b. All deep foundation sizes, reinforcing, depth, location, soil strata
 - c. Slab-on-grade thickness and reinforcing
 3. Framing plans
 - a. All vertical member sizes, designations, and locations
 - b. All horizontal member sizes, designations, and locations
 4. Structural floor construction
 - a. Member sizes, locations, and elevations
 - b. Diaphragm connection details
 5. Structural roof construction
 - a. Member sizes, locations, and elevations

- b. Diaphragm connection details
 - ii. Architectural drawings – all the latest revisions, renovations, and additions to the original building
 - 1. Code Analysis
 - 2. Floor Plans
 - 3. Exterior Closure Systems
 - 4. Interior Construction Systems
 - 5. Roofing Systems
 - 6. Staircases
 - 7. Interior Finishes
 - 8. Conveying systems
 - iii. Mechanical drawings – all the latest revisions, renovations, and additions to the original building
 - 1. Heating generating systems
 - 2. Cooling generating systems
 - 3. Distribution systems
 - 4. Terminal & package units
 - 5. Controls & instrumentation
 - 6. Other HVAC systems & equipment
 - iv. Electrical drawings – all the latest revisions, renovations, and additions to the original building
 - 1. Electrical service & distribution
 - 2. Lighting & branch wiring
 - 3. Communications & security
 - 4. Other electrical systems
 - v. Plumbing drawings – all the latest revisions, renovations, and additions to the original building
 - 1. Plumbing fixtures
 - 2. Domestic water distribution
 - 3. Sanitary waste
 - 4. Rain water drainage
 - 5. Other plumbing systems
 - vi. Fire Protection drawings – all the latest revisions, renovations, and additions to the original building
 - 1. Sprinklers
 - 2. Standpipes
 - 3. Fire protection specialties
 - 4. Other fire protection systems
 - vii. Special Construction and Demolition
- 3. As-built drawings with the implementation of the following design documents:
 - a. ASI's
 - b. CO's
 - c. RFI's
- 4. As-constructed drawings with the implementation of the following items:
 - a. Field adjustments
 - b. Field corrections

5. Shop drawings
 - a. Concrete mix
 - b. Concrete reinforcing
 - i. Shallow foundation
 - ii. Deep foundation
 - iii. Concrete framing
 - iv. Structural steel
 - v. Miscellaneous steel
 - vi. Metal stairs
 - vii. Steel joists & joist girders
 - viii. Metal decks (i.e. composite, non-composite, roof)
6. Geotechnical report of the existing building and all additional soil reports with each addition to the original building.