

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 7
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. 7 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 21st day of April, 2020, (the “Amendment No. 7”), 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 and other 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 Architect and Owner have agreed to modify the Agreement with respect to certain additional testing services by one of Architect’s consultants, Morrison Hershfield, 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. Due to failed testing of the curtain wall installation at the Project, the Subcontractor Dynamic Glass is being required to perform additional factory testing of curtainwall units. The Architect recommends that such additional testing be performed and can have it performed through its consultant Morrison Hershfield.
2. Such testing shall be performed as provided in Architect’s proposal addressed to the Owner dated April 10, 2020, which is attached as Exhibit A to this Amendment, and the Architect shall be vicariously liable for the services of Morrison Hershfield provided through this Amendment.
3. The total lump sum cost for the timely and proper completion of the services required by this Amendment is Twenty-One Thousand, Seven Hundred Fifty and 0/100 Dollars (\$ 21,750.00).
4. Morrison Hershfield shall provide its certificate of insurance to the Project Program

Manager prior to beginning such services, which shall provide that the Hidalgo County, Texas is the certificate holder.

5. 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 A

April 10, 2020

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

Dear Ms. Villarreal,

Due to failed testing of the curtain wall installation, the Subcontractor Dynamic Glass is being required to perform additional factory testing of units. Since the COVID-19 pandemic has dictated that the sealant manufacturer's representative cannot travel to witness the tests, our Subconsultant Morrison Hershfield (MH) has worked out a way to attend these in person.

Additionally, since our contract is with the County, we need to work with the County to amend our agreement for MH's services. The County can, in turn, work with its contract through MTI to recoup these costs. We cannot invoice MTI directly since we are not in a contractual relationship with them. The total fee for the scope attached, including expenses, is **\$ 21,750**.

DISCLAIMERS

- Note that this proposal's rate will remain in effect for 90 calendar days. If our contract is not amended for this proposal within that timeframe, we retain the right to revisit the proposal.
- Client is requesting the services in the context of a shelter in place order or with respect to limited access to a site due to the foregoing. Given the time, data or access limitations, Consultant may not have the ability to perform the services in accordance with industry and the Consultant's customary practices, procedures and processes nor have the ability to independently verify the accuracy of the information and data provided to it.
- The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- With all additional service proposals, we will begin these changes upon receiving written acceptance of this contract change.

We are grateful that Hidalgo County continues to place their trust in the HDR professional team, especially during this critical time. If there are any questions, please do not hesitate to contact John Niesen or me.

Sincerely,
HDR Architecture, Inc.

Todd Tierney
Senior Vice President

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

CHANGE ORDER REQUEST



TO:	John Niesen - HDR	PROJECT No.:	180045300
FROM:	Michael Plewacki	DATE:	April 10, 2020
RE:	Additional Services – Curtain Wall Performance Testing at Dynamic Glass Factory - Hidalgo County Court House		

Description

At the request of HDR, Morrison Hershfield has been asked to provide curtain wall structural silicone de-glaze testing observation services to the Hidalgo County Courthouse project. In order for MH to proceed with the additional work we will be requesting approval of the additional services as outlined below.

This change order covers the following additional scope items:

1. Curtain Wall Structural Silicone De-Glazing at Dynamic Glass Factory
 - a. Factory Visit to Observe and Perform In Factory Sealant Testing (Unit De-glazing):
 - i. Conduct two (2) visits per week to observe testing of the sealant de-glaze testing of the project curtain wall structural silicone glazing and review factory sealant test log data for units reviewed during de-glaze testing.
 - ii. This ASR includes conducting visits twice a week as noted above for a duration of three (3) weeks for testing.
 - iii. Each visit for testing will be for a maximum of four (4) hours on site at the factory of Dynamic Glass in Dallas (Grand Prairie), Texas.
 - iv. MH will provide report of test results each week to include recommendations for remedial measures if required.
 - v. The Client acknowledges that MH's ability to perform the services described in this Proposal may be prevented, inhibited or otherwise impacted by the coronavirus that causes COVID-19 which was declared a pandemic by the World Health Organization on March 11, 2020 (the "Pandemic"). Accordingly, the Client agrees that it shall cooperate and work together with MH as necessary to modify the services and obligations set out in this Proposal, including the time and schedule for their performance, as reasonably required to allow for their safe performance and for accommodation of any legislative, regulatory or other measures or restrictions imposed by authorities with jurisdiction for the duration of the Pandemic. For certainty, MH shall have no liability for any claims, demands, losses, costs, expenses, penalties, damages, actions, suits, or proceedings resultant or arising from the Pandemic, including without limitation impact of the Pandemic on the project and services that form the subject matter of this Proposal.