

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT No. 8  
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. 8 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 18<sup>th</sup> day of May, 2020, (the “Amendment No. 8”), 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”);

**WHEREAS**, The Project Program Manager requested that the Architect professional team repackage the Site Revisions proposal dated April 1, 2020, into two separate phases, Phase 1 Redesign and Phase 2 Design submissions, in order for the Owner to more accurately track Project costs;

**WHEREAS**, These two Phases will be on different design tracks and submitted as two separate construction packages so that Phase 1 can be completed by Morganti Texas, Inc., and Phase 2 can be competitively bid to a new pool of subcontractors by a new Construction Manager at Risk; and

**WHEREAS**, the Architect and Owner have agreed to modify the Agreement as indicated below in order to authorize the Phase 1 Redesign.

**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 accepts Architect’s proposal for the Phase 1 Redesign addressed to Rocio Villarreal dated May 5, 2020, attached as Exhibit A.
2. The Architect shall in addition to its other obligations under the Agreement properly and timely perform the SCOPE OF WORK - Phase 1 Redesign according to Exhibit A.

3. The total lump sum cost for the timely and proper completion of the services required by this Amendment is One Hundred Fifteen Thousand, Five Hundred Twenty and 0/100 Dollars (\$115,520.00).
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 A

May 5, 2020

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

Dear Ms. Villarreal,

Jacobs has requested that the HDR professional team repackage the Site Revisions proposal dated April 1, 2020 into two separate Phase 1 Redesign and Phase 2 Design submissions in order for the Owner to more accurately track project costs. As before these will now be on different design tracks and submitted as two separate packages so that Phase 1 can be completed by the current contractor and Phase 2 can be competitively bid to a new pool of subcontractors by a new CMAR. This is the proposal for Phase 1. The total fee for the scope listed below, including Subconsultants and expenses, is **\$115,520** for Phase 1 Design/Procurement. The Construction Contract Administration Phase scope and amount is described below.

### **SCOPE OF WORK – Phase 1 Redesign**

#### PROJECT MANAGEMENT

DESIGN PHASE (assumed to be 13 weeks, HDR leads)

#### *SITE DESIGN (HDR)*

- Major updates to all demo, layout, grading, hardscape, landscape and irrigation sheets
- Minor changes to detail sheets
- Minor additions to specifications
- Coordination discussion with Owner regarding design intent of north side of site
- Review meeting with City of Edinburg (assuming remote)
- Internal coordination with team (assuming remote)
- Potential coordination meeting with L&G and/or TXDOT (assuming remote)
- Anticipated production time: 75% CD's – 8 weeks, 100% CD's – 5 weeks. Complete schedule is dependent upon ability to coordinate with entities outside of the design team.

#### *CIVIL (Pacheco Koch)*

- Revise Civil plans including Storm Sewer, Water and Sanitary Sewer as appropriate to reflect site plan changes
- Update to City Drainage Report, if required
- Coordination of grading design vs drainage design with HDR (HDR providing grading plan)
- No other utility or civil related (i.e. paving – done by HDR) designs
- City submittals and Owner coordination by HDR
- PK available for DFW area in person meetings and calls during design, no out of town travel
- CA for shop drawings, RFIs, and limited calls to OAC meetings, no out of town travel

- 75% submittal for HDR QC
- 100% submittal for HDR QC

#### *ELECTRICAL (Halff Associates)*

- The site lighting design is limited to the new parking, new green space, and the driveway located between the new parking and green space area (refer to the marked-up site plan). Other site lighting areas indicated as Phase 1 are considered acceptable as designed.
- Electrical plans shall consist of the following
  - Selection of light fixture and pole type. The scope includes coordination with architect.
  - Survey of existing site conditions.
  - Branch circuit and feeder circuits design.
  - Photometrics to be performed based on the IESNA recommended values.
  - Grounding and bonding system.
  - Voltage drop calculations.
- Specifications required for new site lighting.
- Deliverables
  - 75% submittal for HDR QC
  - 100% submittal for HDR QC
  - 100% CD signed & sealed set

#### Exclusions:

- Demolition plans
  - This includes plans or sketches for relocation of power or lighting, curbs, drives and/or structures.
- Any work on power or lighting along the site perimeter. Any lighting here is assumed to be owned by the power company.
- The lighting pole bases are excluded; this will be noted on the plans as a delegated design.

#### *MEETINGS (HDR)*

- Owner:
  - Coordination discussion with Owner regarding design intent of north side of site (assuming remote)
- AHJ
  - Review meeting regarding scope (assuming remote)
- QC Reviews
  - Internal professional team reviews prior to submissions

#### *OWNER REVIEW*

- 75% Submission

#### *DESIGN DELIVERABLES*

- 75% Review Submission drawings and specifications
- 100% Submission drawings and specifications issued for Bid and AHJ review

PROCUREMENT (assumed to be 8 weeks, HDR leads)

- No Pre-Bid meeting, CMAR coordinates
- Fielding and answering bidder questions
- Preparation and distribution of Addenda, if necessary
- AHJ review
- Owner acceptance of Construction Change Order

CONSTRUCTION CONTRACT ADMINISTRATION (CCA) PHASE (ERO leads)

We assume the above deliverables will be managed by Morganti Texas, Inc. within the current construction schedule of 38 total months. If the construction period extends beyond that, the previously-submitted and approved additional monthly amount would be applied. The final month can be pro-rated if an entire month of services is not required.

Without negating or trumping what is included in the Owner-Architect Agreement, CCA services include:

- Project administration assumes no new submittals, that previously-submitted and reviewed items will also apply for this work
- Addressing RFI's, proposal requests and change orders
- Periodic observation of conditions at construction milestones
- Attendance at one on-site meeting twice per month (ERO)
- Attendance at other two weekly meetings per month will be remote access (ERO, HDR)
- Review of monthly Contractor payment applications (ERO, HDR)
- Final punch list for substantial completion and review of completed punch list items

Parallel to the arrangement for the New Courthouse contract, ERO will take the lead during the CCA phase.

**EXPENSES**

We anticipate incurring costs for such things as in-house printing. This is included in the fees. Given the current situation regarding travel restrictions, we have assumed that *all meetings can be held remotely* and no travel has been included for meetings. We have assumed that all deliverables to Owner, Jacobs, Contractor and AHJs will be electronic and no printing will be required for submissions to these entities.

*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.*

With all additional service proposals, we will begin these changes upon receiving written acceptance of this contract change. If there are any questions, please do not hesitate to contact John Niesen or me.

As always, we are grateful to continue to be of service to Hidalgo County.

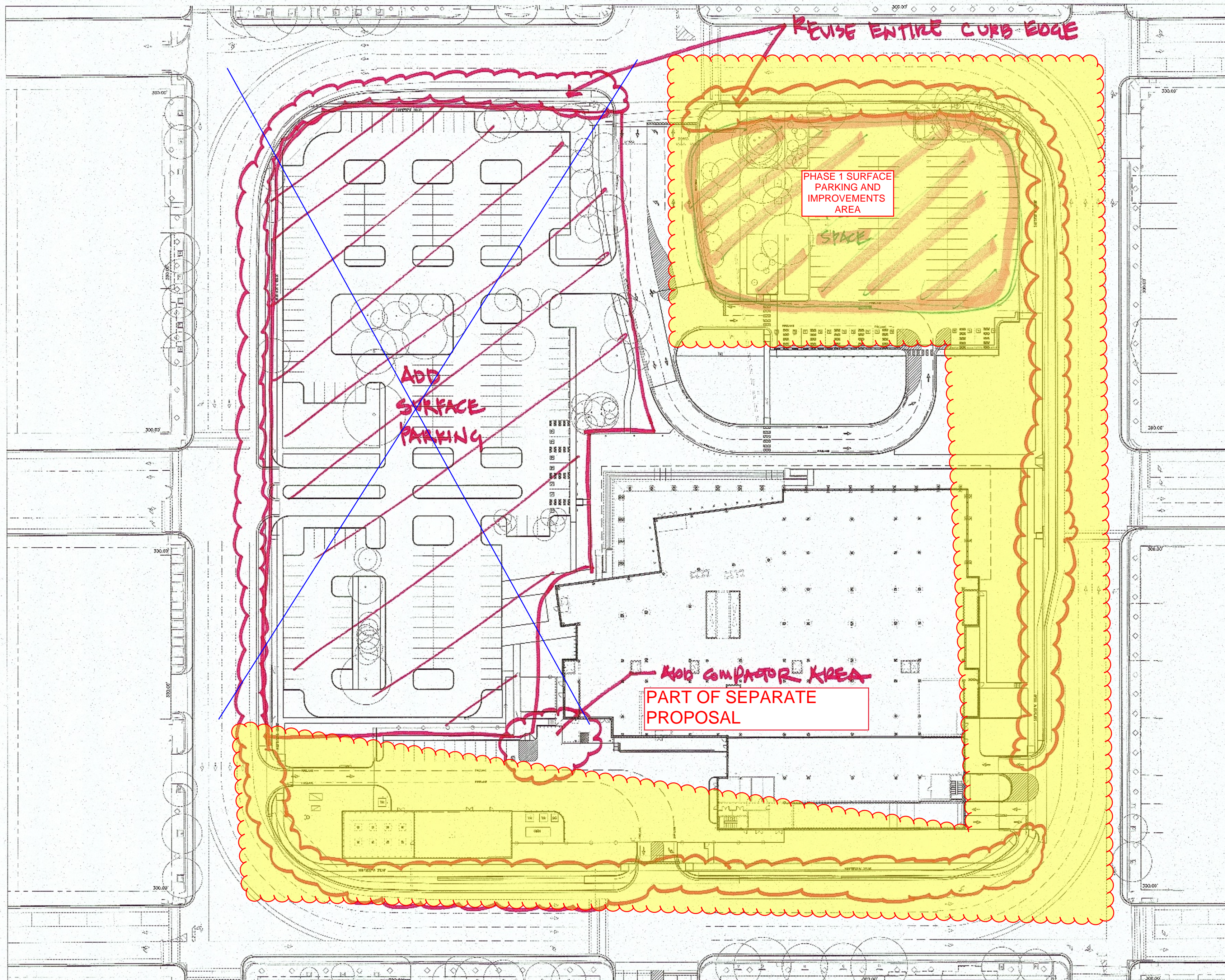
Sincerely,  
HDR Architecture, Inc.

*Todd A. Tierney*

Todd Tierney  
*Senior Vice President*

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

# EXHIBIT A - Ph. 1 Boundary



FULL BUILD OUT

1"=30'