

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 11
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. 11 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 June, 2021, (the “Amendment No. 11”), 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 Owner requested a proposal from Architect to perform additional professional design, construction contract administration and other services; and

WHEREAS, the Architect and Owner have agreed to modify the Agreement 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 accepts Architect’s proposal addressed to Hector Garcia, Hidalgo County Contract Specialist III, Hidalgo County Purchasing, dated April 23, 2021, to perform additional services generally referred to as Site Demolition and Site Phase 2 Design as more fully described in such proposal (“Proposal”), which is attached as Exhibit A.
2. The Architect shall in addition to its other obligations under the Agreement properly and timely perform all of the scope of services described in the Proposal, Exhibit A.
3. The total lump sum cost for the timely and proper completion of all of the services before Construction Contract Administration required by the Proposal, Exhibit A, including the services of all consultants required, is three hundred forty-six thousand, seven hundred and eighty-seven dollars (\$346,787.00) and includes all

expenses Architect incurs, directly and indirectly.

4. The total monthly fees for the proper and timely completion of the Task 3 – Construction Contract Administration services required by the Proposal, Exhibit A:
 - a. during and related to demolition is twenty-nine thousand, four hundred and seven dollars (\$29,407.00) per month; and
 - b. during and related to the construction of the site work, after demolition is completed and until such site construction is completed, is sixty-nine thousand, five hundred and ninety-eight dollars (\$63,598.00) per month during the time Owner requests and receives such services.
 - c. Such monthly amounts include payment for all fees and expenses of Architect and its consultants ERO, Pacheco-Kock and Halff Associates. The amounts owed for the final months in which such services are requested and provided shall be prorated for the number of days such services were provided.
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 Cortez, County Judge

Todd Tierney, Senior Vice President

ATTEST:

Arturo Guajardo Jr., County Clerk