

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 20
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. 20 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 February, 2022, (the “Amendment No. 20”), 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 Purchasing, dated February 1, 2022, to perform Construction Contract Administration Phase Services for six (6) additional months (December 1, 2021 through May 31, 2022) (“Proposal”), which is attached as Exhibit A to this Amendment No. 20. Such monthly compensation shall not be paid after May 31, 2022, without the duly authorized prior written approval from the County.
2. The previously agreed monthly fee to be charged is Forty Thousand, Four Hundred and Ninety-Eight Dollars (\$40,498.00). Any extension for any partial month shall be paid on a *pro rata* basis for the number of days within the month such schedule was extended. Such monthly amount includes payment for all fees and expenses of Architect and its consultants.

3. 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.

a) Approval for Price greater than \$50,000.00: Approved by Commissioners' Court on February ____ , 2022, as indicated below by signature of the County Judge; or

b) Approval for Price of \$50,000.00 or less: Approved by Owner's Designated Representative. The Owners Designated Representative consists of the individuals, appointed respectively by the County Judge and County Commissioners, when acting jointly with a simple majority as authorized by and on behalf of the Owner, subject to all limitations on the Owner's Designated Representative's authority as provided below. Any decision made by or act of the Owner's Designated Representative shall be in writing and signed by the designated individuals serving as members of the Owner's Designated Representative at the time of such decision or act signifying their joint agreement. Such individual members may be changed from time to time in the sole discretion of the County acting through the County Judge and County Commissioners by written notice. Such notice shall be comprised of a letter on the official County stationery of the County Judge or Commissioner, as applicable, stating: (A) that the County Judge's or such Commissioner's nominee to serve as a member of the Owner's Designated Representative is being changed, (B) the name and contact information of the new member, (C) the name of the member being replaced, and (D) the effective date of the change. Such notice shall be sent to all other members of the Commissioners Court and the designated representatives of the Project Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

The Owner's Designated Representative shall not have authority to make decisions or act on behalf of the Owner for: (A) Approval of the final Schematic Design drawings; (B) Approval of any additional funding to the Project in excess of the \$150,000,000 project budget; (C) Approval of any new contract in excess of \$50,000; (D) Approval of any Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders; Agreement Amendments or other expenditure in excess of \$50,000; (E) Approval of any Work Authorizations, Change Orders or Agreement Amendments increasing the Agreement or Project duration; and (F) Approval of final payments and contract close-outs. The Owner's Designated Representative has only such authority as duly granted by the Commissioners' Court of the Owner.

HIDALGO COUNTY, TEXAS
OWNER
(by and through Owner's
Designated Representative)
(\$50,000.00 or less)

HDR ARCHITECTURE, INC.
ARCHITECT

Chad W. Anderson
Authorized Managing Principal

By:

By:

By:

By:

By:

HIDALGO COUNTY, TEXAS
OWNER
(by and through direct action
of Commissioners' Court)
(more than \$50,000.00)

ATTEST:

Arturo Guajardo, Jr.
County Clerk

The Hon. Richard Cortez
County Judge