

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 21
TO AIA DOCUMENT B133-2114
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT,
CONSTRUCTION MANAGER AS CONSTRUCTOR EDITION
C-16-141-10-31**

This AMENDMENT No. 21 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, 2022 (the “Amendment No. 21”), as follows:

WHEREAS, Architect and Owner executed the above-referenced AIA Document B133-2114 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 Construction Contract Administration Phase 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 May 13, 2022, to perform extended Construction Contract Administration Phase Services, which is attached as Exhibit A to this Amendment (“Proposal”), until the earlier of Project Phase 1 completion or December 31, 2022 (“End Date”). Such monthly compensation shall not be paid after the End Date without the duly authorized prior written approval from the Owner.
2. The previously agreed upon monthly fee to be charged is Forty Thousand, Four Hundred Ninety-Eight and 0/100 Dollars (\$40,498.00). Any extension for a 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.

a) Approval for Price greater than \$50,000.00: Approved by Commissioners' Court on May ____, 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON MAY 17, 2022.

Agenda Item No. 85845

Executive Office: _____

VENDOR:

HDR ARCHITECTURE, INC.

COUNTY:

COUNTY OF HIDALGO

Chad W. Anderson,
Authorized Managing Principal

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES: