

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 25
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. 25 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 07th day of March, 2023 (the “Amendment No. 25”), 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 Owner requested a proposal from Architect to perform additional Project Phase 1 Construction Contract Administration Phase services to be performed under the Agreement and this Amendment No. 25; and

WHEREAS, the Architect and Owner have agreed to amend 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 28, 2023, which is attached as Exhibit A to this Amendment No. 25 (“Proposal”), to perform extended Project Phase 1 Construction Contract Administration Phase Services (“Amendment No. 25 Services”) until the earlier of issuance of the Project Phase 1 Certificate of Final Completion or until such services are discontinued by the County in its discretion (“End Date”). The monthly compensation for these Amendment No. 25 Services shall not be paid after the End Date without the duly authorized prior written approval from the Owner.
2. The County will pay HDR monthly for the Amendment No. 25 Services properly provided and documented. Such charges will be based upon the Hourly Rates

Table attached to the Proposal for the requested Services provided by the respective Personnel Titles for time actually spent, up to and not exceed the maximum amount of Sixty-Nine Thousand, Two Hundred and Thirty-Three Dollars (\$69,233.00) per month. HDR shall provide prompt written notice to the County in the event HDR contends this amount may be exceeded. HDR shall be responsible for gathering documentation and submitting an accounting of the hours spent with each monthly invoice. HDR will invoice the County only for the resource time actually spent in one-quarter (1/4) hour increments. This monthly compensation provides full compensation for the Amendment 25 Services performed by HDR and project participants invoicing through HDR including, without limitation, architects, designers, CAD technicians, BIM managers, engineers, landscape architects and coordinators and others, as listed in the Proposal Hourly Rates Table.

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 No. 25.

APPROVAL:

a) Approval for Price greater than \$50,000.00: Approved by Commissioners' Court on March 07, 2023, 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 MARCH 07, 2023

Agenda Item No. 89858

Executive Office: _____

HDR ARCHITECTURE, INC.
ARCHITECT

HIDALGO COUNTY, TEXAS
OWNER (More than \$50,000.00)

Chad W. Anderson
Authorized Representative,
Managing Principal

The Hon. Richard Cortez
County Judge

HIDALGO COUNTY, TEXAS
OWNER (\$50,000.00 or Less)

By:

ATTEST:

By:

Arturo Guajardo, Jr.
County Clerk

By

By:

By: