

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 26
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. 26 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 15TH day of April, 2025 (“Amendment No. 26”), as follows:

WHEREAS, the Owner and Architect (the “parties”) executed the above-referenced AIA Document B133-2014 Agreement between Owner and Architect dated November 27, 2017, in which the Architect agreed to provide professional design and other services (“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 and Architect have been performing the Agreement, which is still in effect and being performed with respect to Phase 1 of the Project, Phase 1 being described generally as the design and construction of the new courthouse building, adjacent related improvements and exterior spaces (“Project Phase 1”); and

WHEREAS, The Owner previously retained the Architect to provide additional Services under the Agreement with respect to the adjacent existing courthouse building, related improvements and exterior space (“Project Phase 2”); and

WHEREAS, The Owner and Architect previously duly entered into to Amendments 11, 16, 17 and 24 to the Agreement that concerned Services for Project Phase 2; and

WHEREAS, The Architect has at Owner’s request performed some but not all of the Services that are the subject of and described in Agreement Amendments 11, 16, 17 and 24 and received corresponding compensation from the County for such Services to the extent performed as provided in Amendments 11, 16, 17 and 24 and the Agreement; and

WHEREAS, The parties intend now to replace the terms of Amendments 11, 15, 16, 17 and 24 of the Agreement collectively through this Amendment 26 according to the terms of certain revised proposals from the Architect, identified as follows (the “Revised Proposals”):

- Revision of the Proposal for Contract Amendment 11 from HDR to Hector Garcia with Hidalgo County Purchasing dated March 27, 2025 (“Amendment 11 Revised Proposal” attached as Exhibit A)
- Revision of the Proposal for Contract Amendment 16 from HDR to Hector Garcia with Hidalgo County Purchasing dated March 27, 2025 (“Amendment 16 Revised Proposal” attached as Exhibit B)
- Revision of the Proposal for Contract Amendment 17 from HDR to Hector Garcia with Hidalgo County Purchasing dated March 27, 2025 (“Amendment 17 Revised Proposal” attached as Exhibit C)
- Revision of the Proposal for Contract Amendment 24 from HDR to Hector Garcia with Hidalgo County Purchasing dated March 27, 2025 (“Amendment 24 Revised Proposal” attached as Exhibit D)

WHEREAS, The Architect and Owner have agreed to terminate Amendments 11, 16, 17 and 24 by the terms of this Amendment 26 and replace them by them of this Amendment 26 and its attached Revised Proposals, 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 agree to the following Amendment 26 to the Agreement.

1. Existing Agreement Amendments 11, 16, 17 and 24 are terminated and of no more force and effect as of the date of this Amendment 26.
2. The Owner accepts as of the date of this Amendment 26 Architect’s Revised Proposals, which amend the Agreement: Amendment 11 Revised Proposal attached as Exhibit A; Amendment 16 Revised Proposal attached as Exhibit B; Amendment 17 Revised Proposal attached as Exhibit C; and Amendment 24 Revised Proposal Revised Proposals attached as Exhibit D.
3. Except as modified by this Amendment 26 and the terms of the Revised Proposals (Exhibits A through D), all terms and conditions of the Agreement shall remain in full force and effect, and Owner and Architect ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment No. 26.

APPROVAL:

a) Approval for Price greater than \$50,000.00: Approved by Commissioners' Court on April 15, 2025, 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 APRIL 15, 2025

Agenda Item No. 99078

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:

Attachments