



March 27, 2025

Hector Garcia
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Mr. Garcia,

THIS IS A REVISION OF THE PROPOSAL FOR CONTRACT AMENDMENT 11

It appears there will be changes required to the Phase 2 100% Construction Documents package that was completed in October 2021. We anticipate these including the west entrance to the site and parking lots, infrastructure for a Covid memorial in the NE corner of the site, and changes required from the City of Edinburg's document review. This amendment will cover additional design team expenditures to incorporate said changes.

Additionally, Amendment 11 included a monthly lump sum amount for Phase 2 Construction Contract Administration (CCA) activities. When this was awarded in 2021, the thought was the Phase 2 project limits would be demolished first then totally constructed second. We propose to modify both invoicing methods to simplify matters for all involved. Instead of a monthly lump sum amount, the Design Team proposes invoicing Phase 2 CCA activities like the method used in the latter part of Phase 1 CCA: as hourly with a not-to-exceed maximum per month for the Team. Doing so will provide flexibility for the Owner to engage the services of the Design Team regardless of how the CMAR plans to execute construction activities and how long they may take.

SCOPE OF WORK – Phase 2 Site Design Changes

PROJECT MANAGEMENT (throughout, HDR)

- Remobilization of team
- Coordination with Owner's representative
 - Initial discussion with Owner regarding history (1 meeting) *Note: Meeting occurred on 2/11/25*
 - Confirmation discussion with Owner regarding design options (2 meetings)
 - Potential coordination meeting (1 total) with L&G and/or TXDOT regarding any changes since 100% design and Phase 1 meetings
 - Covid memorial (3 meetings) *Note: One occurred on 2/26/25*
 - Technical meeting with sculptor and fabricator (2 meetings) *Note: One occurred on 3/6/25*
 - Potential Review meeting (1) with City of Edinburg
- Quality Control review prior to issuing deliverable
- Internal coordination with professional team

TASK 1 - DESIGN (assumed to be 8 weeks, HDR leads)

SITE DESIGN, LANDSCAPE ARCHITECTURE, SECURITY (HDR)

- Prepare for meetings
- Produce backgrounds for design team, site layout changes, potential landscape and sidewalk changes, any additional electronic security requirements
- Coordination with security equipment vendor
- Internal coordination with professional team

CIVIL (Pacheco Koch now Westwood)

- Confirmation of Design discussions with Owner
- Internal coordination with professional team
- Coordination with City of Edinburg and/or TXDoT, as needed
- Update to City Drainage Report, if required
- Coordination of grading design vs drainage design with HDR (HDR providing grading plan)
- No other utility or civil related (i.e. paving – done by HDR) designs

MECHANICAL, ELECTRICAL, PLUMBING, ITS (Halff Associates)

- Confirmation of Design discussions with Owner
- Internal coordination with professional team

Halff Associates Exclusions:

1. Coordination with other entities for items including traffic signaling, power lines, site lighting, communication lines, etc.
2. Any work associated with traffic light systems

DELIVERABLES

- 95% submittal for HDR QC review prior to 100% submission
- Design document changes (specifications and/or drawings) to the 100% Construction Documents will be combined with any changes required by AHJ reviews into a singular CPR that updates the set to “For Construction” documents.

TASK 2 – PROCUREMENT (assumed to be 8 weeks, HDR leads)

- AHJ Review meeting (1) to review all design changes to be included in the CPR
- Document corrections from AHJ review
- Fielding and answering bidder questions
- Preparation and distribution of Addenda, if necessary

TASK 3 - CONSTRUCTION CONTRACT ADMINISTRATION (ERO leads)

Without negating or trumping what is included in the Owner-Architect Agreement, CCA services include tasks such as:

- Project administration to review contractor submittals and samples, RFI's, proposal requests and change orders
- Periodic observation of site conditions at construction milestones
- Attendance at Owner-Architect-Contractor meetings
- Review of monthly Contractor payment applications
- Final punch list for substantial completion and review of completed punch list items

Parallel to the arrangement for Phase 1, ERO will take the lead during the CCA phase.

FEE

Tasks 1 & 2: Lump Sum	\$118,295
Task 3: Hourly not-to-exceed monthly	\$ 75,000

EXPENSES

We anticipate incurring costs for such things as in-house printing. This is included in the fees. We have assumed that all deliverables will be electronic, and no printing will be required for submissions. We have assumed that *all Design and Procurement meetings can be held virtually*, hence no travel has been included.

CLARIFICATIONS, EXCLUSIONS, DISCLAIMERS

- We assume that this design scope will be awarded, executed, delivered and priced at the same time as the Perimeter Electrical, Signage and SE corner changes. Production efficiencies have been incorporated into the pricing as such. If the Owner decides to either award, stagger or package the designs differently, we will need to discuss how this would affect scope, schedule and price.
- Design Team will submit monthly invoices comprised of actual labor and expenses expended by the firms of HDR, ERO, Westwood and Halff Associates. The accessibility reviewer will have scope in Phase 2, but his fee was already covered previously. A listing of charges expended will be itemized along with a brief explanation of tasks performed. Such charges will be based upon the Hourly Rates Table (attached) for services provided by the respective Personnel Titles for time spent in one-quarter (1/4) hour increments up to the monthly maximum listed above. HDR shall provide prompt written notice to the County in the event HDR contends this amount may be exceeded. Hourly rates are to be revisited each calendar year.
- Exact schedule is dependent upon ability to coordinate with entities outside of the design team as well as the CMAR's construction schedule.
- Note that this proposal's rate will remain in effect for 60 calendar days. If our contract is not amended for this proposal within that timeframe, we retain the right to revisit the proposal.
- The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- With all additional service proposals, we will begin these changes upon receiving written acceptance of this contract change.

We are grateful to continue to assist Hidalgo County implement these changes to the courthouse site. If there are any questions, please do not hesitate to contact John Niesen or me.

Sincerely,
HDR Architecture, Inc.

A handwritten signature in black ink, appearing to read "Chad W. Anderson", with a long horizontal flourish extending to the right.

Chad W. Anderson
Vice President

cc: Mike Brenchley, John Niesen, file