



STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 6
TO AIA A133-2009
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION
MANAGER AS CONSTRUCTOR
C-17-292A-03-27**

This **AMENDMENT** to the AIA Document A133-2009 Agreement, as defined below, between **HIDALGO COUNTY, TEXAS** (“**Owner**”) and **MORGANTI TEXAS, INC.** (“**Construction Manager**”) is made effective the 12th day of February, 2019, (the “**Amendment**”), as follows:

WHEREAS, Owner and Construction Manager executed the AIA Document A133-2009, Standard Form of Agreement between Owner and Construction Manager as Constructor on March 27, 2018, in which the Construction Manager agreed to provide construction manager services for the New Hidalgo County Courthouse Project located in Edinburg, Texas (the “**Agreement**”);

WHEREAS, the Construction Manager and Owner have agreed to modify the terms of the Agreement concerning retainage withheld by the Owner; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

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 are hereby acknowledged, Owner and Construction Manager agree to the following Amendment to the Agreement.

1. The amount of retainage to be withheld by the Owner under the Agreement from the Construction Manager and from Subcontractors is amended from ten percent (10%) to five percent (5%) in all instances.
2. Retainage may be released to a Subcontractor upon the following conditions being met as a prerequisite to such release:
 - a. The Subcontractor’s Work is properly and finally completed according to the Contract Documents (“Subcontractor’s Final Completion”);
 - b. The earlier of thirty (30) days following Final Completion of the whole Project or six (6) months following the Subcontractor’s Final Completion have elapsed;
 - c. Duly authorized representatives of the County, the Program Manager, the Construction Manager and the Architect executed a written document stating that such retainage release requirements have been met and that the retainage should be released to such Subcontractor (“Retainage Release Form”).
3. Notwithstanding any other terms of this Amendment to the contrary, the County may withhold payment of any or all retainage from the Construction Manager or any

Subcontractor or Subcontractors to the extent any disputes or claims exist with respect to the Construction Manager's Work or the Subcontractor's or Subcontractors' Work, respectively, including without limitation disputes or claims concerning the completion, quality, cost or timeliness of the Work.

4. The Construction Manager shall, at the request of the County, cause any Subcontractor that received payment of the Subcontractor's retainage to execute conditional and unconditional waivers and releases of lien on final payment in statutory form.
5. Except as modified by this Amendment, all terms and conditions of the Agreement and all its attachments and exhibits, as previously amended, shall remain in full force and effect, and Construction Manager and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment and prior amendments.

[signature page follows]

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY, OWNER

Richard F. Cortez

Richard F. Cortez, County Judge

MORGANTI TEXAS, INC.

Joseph W. Kummer

Joseph W. Kummer, Vice President

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: *2/12/19*