

FILED
AT 2:24 O'CLOCK P M
JUL 31 2020
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 9
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. 9 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 30th day of June, 2020, (the "Amendment No. 9"), 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");

WHEREAS, The Owner changed its guidance to Architect concerning the Court Technology Package from portable solutions to permanent installations in all courtrooms; and

WHEREAS, the Architect and Owner have agreed to modify the Agreement as indicated below.

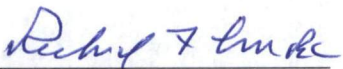
NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which the parties acknowledge, Owner and Architect hereby agree to the following Amendment to the Agreement.

1. The Owner accepts Architect's proposal addressed to Rocio Villarreal dated May 13, 2020, to make the design change to have permanent Court Technology Packages in all courtrooms, which is attached as Exhibit A.
2. The Architect shall in addition to its other obligations under the Agreement properly and timely perform the scope of services described in Exhibit A.
3. The total lump sum cost for the timely and proper completion of the services required by this Amendment is Five Thousand, Three Hundred, Ten and 0/100 Dollars (\$5,310.00), and such lump sum cost includes, without limitation, the necessary services and expenses of Architect and its consultant, WJHW.

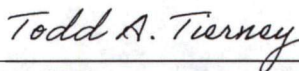
4. All meetings concerning these services will be held remotely, and no travel is included in this Amendment.
5. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect, and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

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


HIDALGO COUNTY, OWNER


Richard Cortez, County Judge

HDR ARCHITECTURE, INC., ARCHITECT


Todd Tierney, Senior Vice President

ATTEST:


Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 6/30/20 



EXHIBIT A

May 13, 2020

Rocio Villarreal
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. Villarreal,

The Owner has changed their guidance to the HDR professional team with regard to the design of the Court Technology package because of the current pandemic situation. Instead of having one video conferencing system on a cart per court floor that could be shared between those six courtrooms, they have requested that every courtroom (32 total including the high profile courtroom and the Court of Appeals, which already had a video conferencing system as part of the initial design) have a video conferencing system permanently installed. The total fee for the HDR professional team to incorporate this design change, including Subconsultant WJHW and expenses, is **\$ 5,310**. This change will be reflected in the soon-to-be-released AV/Court Technology FF&E bid package.

EXPENSES

We anticipate incurring costs for such things as in-house printing. This is included in the fee. Given the current situation regarding travel restrictions, we have assumed that *all meetings can be held remotely* and no travel has been included for additional meetings. We have assumed that all deliverables to Owner, Jacobs, Contractor and AHJs will be electronic and no printing will be required for submissions to these entities.

DISCLAIMERS

- Note that this proposal's rate will remain in effect for 90 calendar days. If our contract is not amended for this proposal within that timeframe, we retain the right to revisit the proposal.
- Client is requesting the services in the context of a shelter in place order or with respect to limited access to a site due to the foregoing. Given the time, data or access limitations, Consultant may not have the ability to perform the services in accordance with industry and the Consultant's customary practices, procedures and processes nor have the ability to independently verify the accuracy of the information and data provided to it.
- 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.
- We are anticipating there will be no changes to electrical, plumbing, mechanical or other building systems as part of this design; hence, no time has been included for those disciplines. We will notify the Owner if any additional changes become apparent due to this design change.
- With all additional service proposals, we will begin these changes upon receiving written acceptance of this contract change.

We are grateful that Hidalgo County continues to place their trust in the HDR professional team, especially during this critical time. If there are any questions, please do not hesitate to contact John Niesen or me.

Sincerely,
HDR Architecture, Inc.

Todd A. Tierney

Todd Tierney
Senior Vice President

cc: John Niesen, Mike Brenchley, Halden Tally, Oscar Garcia, file