

2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>11/12/2020</u>	Department:	<u>000 - Hidalgo County</u>
Contract No.:	<u>C-16-141-10-31</u>	Effective Date:	<u>11/27/2017</u>
Description of Project:	<u>HDR Amendment No.10</u>		
Awarded Vendor:	<u>HDR Architecture, Inc.</u>		
CC Approval on	<u>09/22/2020</u>	AI-	<u>77452</u>

Routing of documents:

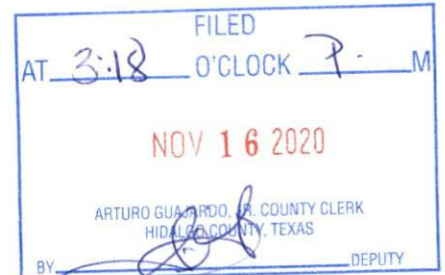
- ✓ 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Select ADA
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Hector Garcia ext. 4857

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §



**AMENDMENT No. 10
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. 10 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 22nd day of September, 2020, (the "Amendment No. 10"), 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 requested a proposal from Architect to make design revisions and provide other professional services for the entry elevation design for the Court of Appeals; 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, Hidalgo County Purchasing Department, dated May 13, 2020, to make revisions to the entry elevation design for the Court of Appeals, 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 nineteen thousand dollars (\$19,000.00), and such lump sum cost includes, without limitation, the necessary services and expenses of Architect and its consultant TWG, HDR Interior architectural design, signage team and expenses.

4. All meetings concerning these services will be held remotely, and no additional 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.

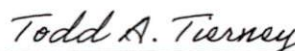
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY, OWNER

HDR ARCHITECTURE, INC., ARCHITECT



Richard Cortez, County Judge



Todd Tierney, Senior Vice President

ATTEST:


Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 9-22-20 *MM*



May 13, 2020

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

Dear Ms. Villarreal,

The Court of Appeals has requested that their entry elevation design be revisited. Refer to Exhibit A for location referenced. This proposal is for the HDR professional team to do that. The total fee for the scope listed below, including Subconsultant TWG, HDR interior architectural design, signage team and expenses, is **\$ 19,000**.

SCOPE OF WORK

PROJECT MANAGEMENT

DESIGN PHASE (HDR leads – *anticipated to be 8 weeks*)

- Produce conceptual sketch options
- Review meeting with Users
- Make design adjustments based on Users' decision
- Presentation to Owner representative team of concept for approval
- Coordination with professional team members (interior architecture, interior design, signage)
- Prepare construction document revisions and signage bid package additions
- Hold internal QC session prior to releasing documents

PROCUREMENT PHASE (assumed to be 8 weeks, HDR leads)

- No Pre-Bid meeting, CMAR coordinates
- Fielding and answering bidder questions
- Preparation and distribution of Addenda, if necessary
- No AHJ review assumed necessary
- Owner acceptance of Construction Change Order

CONSTRUCTION CONTRACT ADMINISTRATION (CCA) PHASE (ERO leads)

We assume the above deliverables will be managed by Morganti Texas, Inc. within our current contract of 38 total months. If the construction period extends beyond that, the previously-submitted and approved additional monthly amount would be applied. The final month can be pro-rated if an entire month of services is not required.

CCA services are outlined in the Owner-Architect Agreement.

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 assuming 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.
- 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.

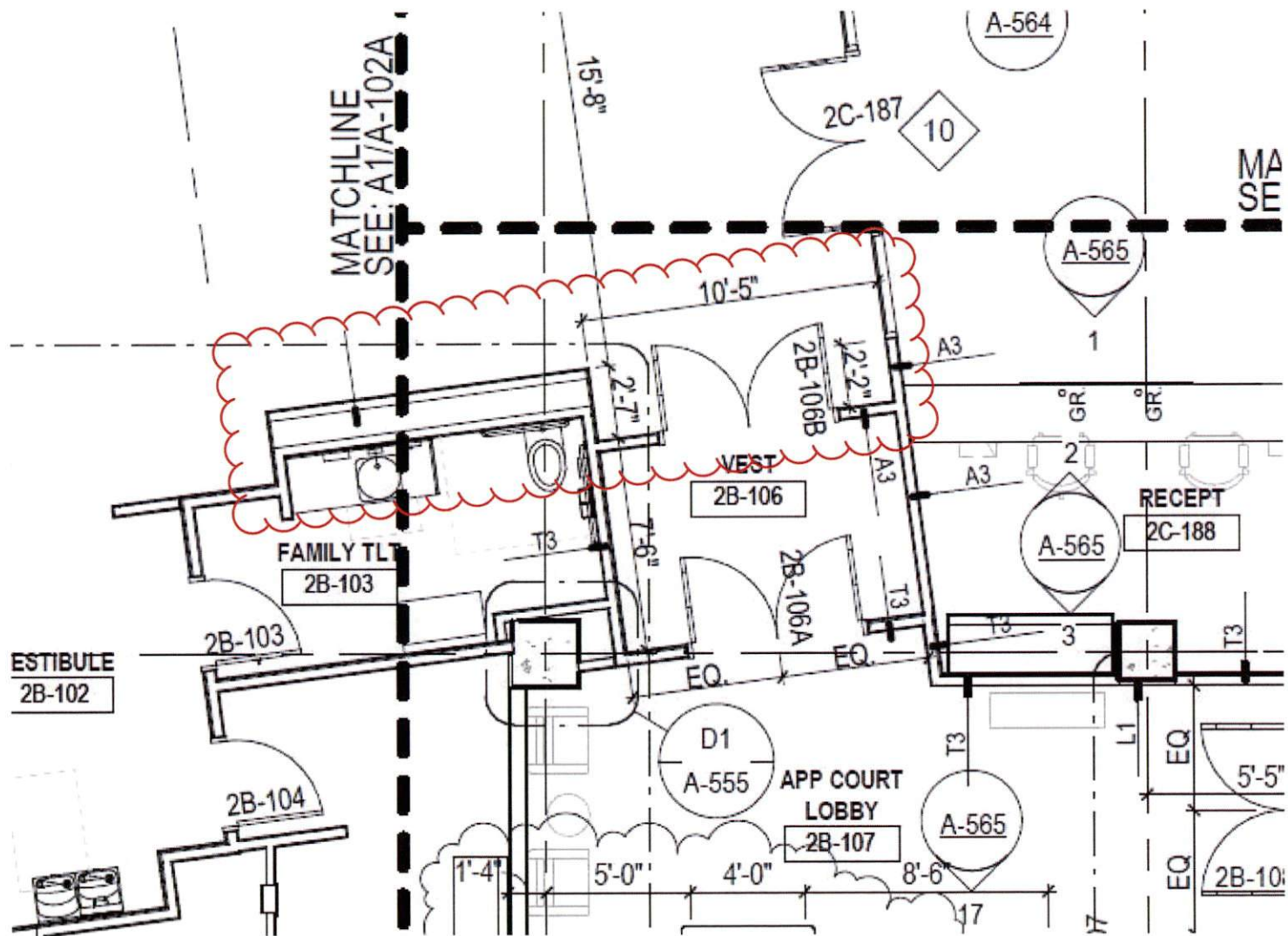
Sincerely,
HDR Architecture, Inc.

Todd A. Tierney

Todd Tierney
Senior Vice President

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

EXH. A - CoA ENTRY ELEVATION



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HDR Architecture, Inc.
Dallas, TX United States

Certificate Number:
2020-669794

Date Filed:
09/21/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-141-10-31
Amendment 10 Architectural Services for the Design and Construction of a New Hidalgo Co Courthouse

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Keen, Eric L.	Omaha, NE United States	X	
	Wignall, Douglas S.	Omaha, NE United States	X	
	Tierney, Todd A.	San Francisco, CA United States	X	
	Vandever, Thomas E.	Los Angeles, CA United States	X	
	HDR, Inc.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Todd A. Tierney, and my date of birth is January 3, 1965.

My address is 8750 N. Central Expy, Ste 100, Dallas, TX, 75231, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 21 day of September, 2020.
(month) (year)

Todd A. Tierney

Signature of authorized agent of contracting business entity
(Declarant)

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	Wignall, Douglas S.	Omaha, NE United States	X	
	Tierney, Todd A.	San Francisco, CA United States	X	
	Vandevveer, Thomas E.	Los Angeles, CA United States	X	
	HDR, Inc.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
(Declarant)