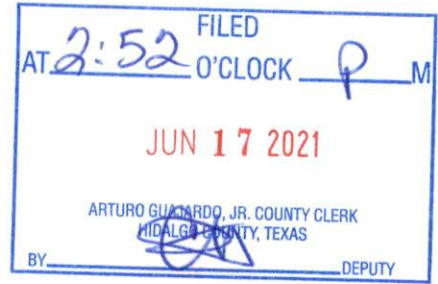


STATE OF TEXAS §
COUNTY OF HIDALGO §



**AMENDMENT No. 11
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. 11 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 June, 2021, (the "Amendment No. 11"), 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 perform additional professional design, construction contract administration and other services; 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 Hector Garcia, Hidalgo County Contract Specialist III, Hidalgo County Purchasing, dated April 23, 2021, to perform additional services generally referred to as Site Demolition and Site Phase 2 Design as more fully described in such proposal ("Proposal"), which is attached as Exhibit A.
2. The Architect shall in addition to its other obligations under the Agreement properly and timely perform all of the scope of services described in the Proposal, Exhibit A.
3. The total lump sum cost for the timely and proper completion of all of the services before Construction Contract Administration required by the Proposal, Exhibit A, including the services of all consultants required, is three hundred forty-six thousand, seven hundred and eighty-seven dollars (\$346,787.00) and includes all

expenses Architect incurs, directly and indirectly.

4. The total monthly fees for the proper and timely completion of the Task 3 – Construction Contract Administration services required by the Proposal, Exhibit A:
 - a. during and related to demolition is twenty-nine thousand, four hundred and seven dollars (\$29,407.00) per month; and
 - b. during and related to the construction of the site work, after demolition is completed and until such site construction is completed, is sixty-nine thousand, five hundred and ninety-eight dollars (\$63,598.00) per month during the time Owner requests and receives such services.
 - c. Such monthly amounts include payment for all fees and expenses of Architect and its consultants ERO, Pacheco-Kock and Halff Associates. The amounts owed for the final months in which such services are requested and provided shall be prorated for the number of days such services were provided.
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 F Cortez

Richard Cortez, County Judge

HDR ARCHITECTURE, INC., ARCHITECT

Todd A. Tierney

Todd Tierney, Senior Vice President

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 6/15/21 *gk*



EXHIBIT A

April 23, 2021

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

Dear Mr. Garcia,

We have been requested to combine the Site Demolition and Site Phase 2 Design proposals into one. This aligns with the current desire to also bind this construction scope together and award it all as one package. Further there is a savings to the County by having a separate monthly fee for the design team during Construction for the Demo from Construction on the Site work. This proposal, then, replaces all previous submissions on this topic, the latest of which was March 25, 2021, Site Phase 2 Design proposal. We are again attaching the high-level draft schedule shown with the March 25 proposal, which outlines our understanding of how these tasks might proceed.

As before, we understand that this package will be delivered so that it may be competitively bid to a new pool of subcontractors by a new CMAR. The total fee for the comprehensive Phase 2 Site Design & Procurement scope listed below, including Subconsultants and expenses, is **\$346,787**. The Construction Contract Administration Phase scope and amount is described separately.

SCOPE OF WORK – Phase 2

PROJECT MANAGEMENT throughout

TASK 1 - DESIGN (assumed to be 4 months, HDR leads)

BUILDING DEMO “DESIGN” (HDR)

- Review existing documentation from ERO masterplan, confirm if hazardous materials have been abated
- Demo Plans for 4 Buildings
- Back fill instructions
- Site access, protection plans
- Specifications

Building (HDR) Exclusions:

1. Hazardous waste verification or abatement. If this is needed, this is assumed to occur by others in totality prior to the construction phase commencing.
2. Coordination with TXDOT or City of Edinburg regarding traffic coordination or street closure
3. New survey of existing and/or field investigations

SITE DESIGN (HDR)

- Site demolition plans including pavements, utilities and other site elements New demo, layout, grading, hardscape, landscape, tree protection, irrigation and detail sheets

- Confirmation discussion with Owner regarding design intent of west side of site, based on master plan vision shown and established with Ph. 1 Site Redesign
- Review meeting with City of Edinburg (assuming remote)
- Internal coordination with professional team (assuming remote)
- Potential coordination meeting with L&G and/or TXDOT regarding any changes since August 2020 design and Phase 1 meetings (assuming remote)
- Repackaging specifications book for new bid, coordination with Hidalgo County Purchasing

CIVIL (Pacheco Koch)

- Verify existing utilities utilizing
 - SUE survey data and topographic survey data from previous phase, currently under construction
 - Contractor red lines of changes to existing and proposed utilities from previous phase, currently under construction
 - City-provided plans and GIS information
- Provide demo limits of existing utilities as needed to install proposed utilities
- Erosion control plans (SWPPP booklet documentation provided by Contractor)
- Specifications provided on plans
- Civil plans including Storm Sewer, Water and Sanitary Sewer as appropriate to reflect site plan changes
- 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
- Internal coordination with professional team (assuming remote)
- 75% submittal for HDR's and Jacobs' QC
- 100% submittal for HDR QC
- 100% CD signed and sealed set

Civil (Pacheco-Koch) Exclusions:

1. Attendance at on-site meetings
2. New site surveys and/or field investigations
3. Franchise utility coordination
4. SWPPP documentation preparation
5. Post-demolition verification survey
6. City submittals and Owner coordination by HDR
7. CA for shop drawings, RFIs, and limited calls to OAC meetings, no out of town travel

MECHANICAL, ELECTRICAL, PLUMBING, ITS (Halff Associates)

- Site demo plan for electrical and ITS
- Building demo plan for mechanical, electrical, plumbing and ITS
- The site lighting design is limited to the new Phase 2 space (refer to the marked-up site plan).
- Electrical plans shall consist of the following
 - Selection of light fixture and pole type. The scope includes coordination with architect.

- Branch circuit and feeder circuits design.
- Photometrics to be performed based on the IESNA recommended values.
- Grounding and bonding system.
- Voltage drop calculations.
- Specifications required for new site lighting.
- Internal coordination with professional team (assuming remote)
- Deliverables
 - 75% submittal for HDR's and Jacobs' QC
 - 100% submittal for HDR QC
 - 100% CD signed & sealed set

Half Associations Exclusions:

1. Demolition sequencing
2. Coordination with other entities for items including traffic signaling, power lines, site lighting, communication lines, etc.
3. Any work associated with traffic light systems
4. Demolition plans (for new work). This includes plans or sketches for relocation of power or lighting, curbs, drives and/or structures.
5. Any work on power or lighting along the site perimeter. Any lighting here is assumed to be owned by the power company.
6. The lighting pole bases are excluded; this will be noted on the plans as a delegated design.

TASK 1 MEETINGS (HDR manages)

- Owner/Users:
 - Initial kick off, review of information
 - Verify if anything is to be salvaged
 - Confirmation discussion regarding design intent of west side of site, based on master plan vision shown and established with Ph. 1 Site Redesign
- AHJ
 - Review meeting with City of Edinburg regarding scope, verification of permit requirements
 - Potential coordination meeting with L&G and/or TXDOT regarding any changes since August 2020 design and Phase 1 meetings
- Texas Historical Commission
 - 1 preliminary, 1 follow up maximum
 - Assist Owner with required review submissions prior to both
 - Purpose: Verify authority/clearance to demolish
- QC Reviews
 - Internal professional team reviews prior to 75% and 100% submissions

TASK 1 OWNER REVIEW

- 75% Submission

TASK 1 DELIVERABLES

- 75% Submission drawings and specifications
- 100% Submission drawings and specifications issued for Bid and AHJ review

TASK 2 – PROCUREMENT (assumed to be 6 months, HDR leads)

- AHJ review
- Attendance at a Pre-Bid meeting (PM, site designer)
- Fielding and answering bidder questions
- Preparation and distribution of Addenda, if necessary
- Owner award of Construction Contract

TASK 3 - CONSTRUCTION CONTRACT ADMINISTRATION (CCA) (assumed to be 10 months, ERO leads)

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

- Project assumed to be completed concurrently in time anticipated without starting or stopping for phasing for any reason
- Project administration to review contractor submittals and samples, RFI's, proposal requests and change orders
- Periodic observation of conditions at construction milestones
- Attendance at one on-site meeting twice per month (ERO)
- Attendance at other two weekly meetings per month will be remote access (ERO, HDR)
- Review of monthly Contractor payment applications (HDR, ERO)
- Final punch list for substantial completion and review of completed punch list items (ERO)

Parallel to the arrangement for the New Courthouse contract, ERO will take the lead during the CCA phase.

From discussions with Jacobs, we assume the entire accepted scope will be let for bid by a single CMAR and constructed after the New Courthouse is occupied. CCA services will be performed on a monthly basis. The Demo portion is anticipated to be 4 months, and the design team will invoice **\$29,407** per month while Demo work is happening. When the CMAR switches to constructing the Site work after the Demo is completed, the design team will invoice **\$63,598** per month until the construction contract is completed (anticipated to be 6 months). Both amounts include anticipated expenses and Subconsultants ERO, Pacheco-Koch and Halff Associates. The final month can be pro-rated if an entire month of services is not required.

EXPENSES

We anticipate incurring costs for such things as in-house printing. This is included in the fees. 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. Given the current situation regarding travel restrictions, we have assumed that *all Design and Procurement meetings can be held remotely*, hence no travel has been included for meetings except as have been specifically mentioned. Trips for in-person meetings that are described in the scope are included in the fee.

DISCLAIMERS

- Exact schedule is dependent upon ability to coordinate with entities outside of the design team as well as the CMAR's construction schedule.
- We assume the designed scope will be let for bid to a contractor pool and constructed after the New Courthouse is occupied.
- 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.
- 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.
- With all additional service proposals, we will begin these changes upon receiving written acceptance of this contract change.

OPTIONAL SERVICES

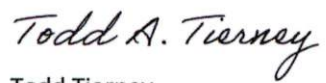
1. Existing Equipment Assessment prior to Demolition: Identification and location of major mechanical, electrical, plumbing and ITS equipment in the buildings and on the site then documenting same on plans. These would include items such as cooling towers, air handling units, pumps, roof top units, chillers, boilers, grease traps, fire riser, fixtures, transformers, electrical panels, switchgear, generators, IT racks, UPS, fire alarm panel and security cameras. This might enable demolition contractors to generate tighter bids if they know what equipment and conditions they will encounter rather than bidding from generic notes. Cost to add this service at the same time as the initial scope would be **\$ 39,725**. Halff Associates would perform this service.

Exclusions to this:

- A. Layout of subcomponents (ductwork, grills, thermostats, piping, receptacles, switches, cabling, conduits, feeders, circuits, card readers, hangers, etc.)
 - B. System or equipment assessment to determine remaining life expectancy
 - C. System or equipment make/model will not be captured
2. Coordination with other entities for items including traffic signaling, power lines, site lighting, communication lines, etc. This service would be necessary when existing drawings do not show required information and/or when these entities desire further control or communication about the project. This service can be performed on a **time and materials basis** as required.

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 that reads "Todd A. Tierney". The signature is written in a cursive, flowing style.

Todd Tierney
Senior Vice President

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

