

procurement solicitations. (Audio reference 2h:44m 35s).

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 20.A

Vote: 5 - 0 -Unanimously.

**Attachments:**

legal approval

procedures

**B.**

**Hidalgo County**

**1. AI-87422**

A. (1) Discussion, consideration, and possible action to revise/amend the existing Interlocal Agreement with City of Pharr (C-21-0487-06-01) or in the alternative. (Audio reference 2h:45m 04s)

A Public Participation Form was submitted by Fern McClaugherty for agenda item 20.B.1, however, Ms. McClaugherty was not present to participate. See the Commissioners' Court meeting held on September 27, 2022 for the official statement by County Executive Officer, Valde Guerra.

**The Court selected option 20.B.1. A (2) as per the recommendation of Purchasing Director, Eduardo Belmarez.**

No action was taken on agenda item 20.B.1. A (1)

A. (2) Accept the letter of termination from the City of Pharr.

Valde Guerra clarified that the letter of termination from the City of Pharr was pursuant to the current interlocal agreement in Pct. 3, in which Mr. Belmarez concurred.

Mr. Belmarez recommended that the Court select the option to accept the letter of termination from the City of Pharr.

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on agenda item 20.B.1. Option A(2), as recommended

Vote: 5 - 0 - Unanimously.

B. Requesting exemption from competitive bidding requirement, under Tx LGC 262.024(a).(2) an item necessary to preserve or protect the public health or safety of the residents of the county; (Audio reference 2h:45m 42s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 20.B.1.B.

Vote: 5 - 0 - Unanimously.

C. Requesting authority to enter into a six (6) month contract with option to extend an additional six (6) months with Viking Enterprises Inc dba City Ambulance Services for Precinct 1 (unincorporated areas and rural areas serviced by ESD# ) for emergency ambulance services with authority for County Judge to sign any and all pertinent documents as needed; and (Audio reference 2h:47m 00s)

No action was taken on agenda item 20.B.1.C.

D. Requesting authority to enter into a six (6) month contract with option to extend an additional six (6) months with Skyline EMS Inc for Precinct 3 for emergency ambulance services (to be provided in the unincorporated areas of the County) with authority for County Judge to sign any and all pertinent documents as needed. (Audio reference 2h:47m 10s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 20.B.1.D.

Vote: 5 - 0 - Unanimously.

**Attachments:**

Contract Executed

contract

draft contract-pct 1

draft contract-pct 3

**2. AI-87260**

A. Discussion, consideration, and action on Amendment No. 22 [as drafted & approved as to legal form by Hon. J. Hawkins, Porter Hedges] between Hidalgo County and Architect, HDR Architecture, Inc., [C-16-141-10-31] to include the following Scope of Work in connection with the "Construction of the New Hidalgo County Courthouse" Project.

B. Requesting approval of Amendment No. 22: Radio Antenna Coordination (Audio reference 2h:47m 34s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER"





STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT No. 22  
TO AIA DOCUMENT B133-2114  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT,  
CONSTRUCTION MANAGER AS CONSTRUCTOR EDITION  
C-16-141-10-31**

This AMENDMENT No. 22 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 20<sup>th</sup> day of September, 2022 (the “Amendment No. 22”), as follows:

**WHEREAS**, Architect and Owner executed the above-referenced AIA Document B133-2114 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 isolate certain services related to a radio antenna, which will be installed at the Project, to be performed under the Agreement and this Amendment No. 22; 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 Purchasing, dated August 30, 2022, which is attached as Exhibit A to this Amendment (“Proposal”), to perform certain services related to a radio antenna at the Project.
2. The services to be performed outlined in the Proposal (“Amendment No. 22 Services”) consist generally of three sets of tasks described in Exhibit A. The Amendment No. 22 Services are to be performed by Architect and Architect’s consultants including, without limitation, Halff Associates and ERO.
3. The lump sum fee for all Amendment No. 22 Services is Thirty-Seven Thousand, Five Hundred Dollars (\$37,500.00), which includes payment for all fees and

expenses of Architect and Architect's consultants.

4. 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.

**a) Approval for Price greater than \$50,000.00:** Approved by Commissioners' Court on September \_\_\_\_, 2022, as indicated below by signature of the County Judge; or

**b) Approval for Price of \$50,000.00 or less:** Approved by Owner's Designated Representative. The Owners Designated Representative consists of the individuals, appointed respectively by the County Judge and County Commissioners, when acting jointly with a simple majority as authorized by and on behalf of the Owner, subject to all limitations on the Owner's Designated Representative's authority as provided below. Any decision made by or act of the Owner's Designated Representative shall be in writing and signed by the designated individuals serving as members of the Owner's Designated Representative at the time of such decision or act signifying their joint agreement. Such individual members may be changed from time to time in the sole discretion of the County acting through the County Judge and County Commissioners by written notice. Such notice shall be comprised of a letter on the official County stationery of the County Judge or Commissioner, as applicable, stating: (A) that the County Judge's or such Commissioner's nominee to serve as a member of the Owner's Designated Representative is being changed, (B) the name and contact information of the new member, (C) the name of the member being replaced, and (D) the effective date of the change. Such notice shall be sent to all other members of the Commissioners Court and the designated representatives of the Project Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

The Owner's Designated Representative shall not have authority to make decisions or act on behalf of the Owner for: (A) Approval of the final Schematic Design drawings; (B) Approval of any additional funding to the Project in excess of the \$150,000,000 project budget; (C) Approval of any new contract in excess of \$50,000; (D) Approval of any Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders; Agreement Amendments or other expenditure in excess of \$50,000; (E) Approval of any Work Authorizations, Change Orders or Agreement Amendments increasing the Agreement or Project duration; and (F) Approval of final payments and contract close-outs. The Owner's Designated Representative has only such authority as duly granted by the Commissioners' Court of the Owner.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 20, 2022. *me*

Agenda Item No. 87260

Executive Office: MS

HDR ARCHITECTURE, INC.  
ARCHITECT

*Chad Anderson*  
Chad Anderson (Oct 3, 2022 08:19 CDT)

Chad W. Anderson  
Authorized Representative,  
Managing Principal

HIDALGO COUNTY, TEXAS  
OWNER (More than \$50,000.00)

*Richard F. Cortez*

The Hon. Richard Cortez  
County Judge

HIDALGO COUNTY, TEXAS  
OWNER (\$50,000.00 or Less)

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

*Arturo Guajardo, Jr.*

Arturo Guajardo, Jr.  
County Clerk



ATTACHMENTS:  
Exhibit A



August 30, 2022

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

Dear Mr. Garcia,

We have been requested to separate the following work into its own proposal since it is to be paid for by a grant. Previously this was included with a long list of miscellaneous change items submitted on June 15, 2022.

**SCOPE OF WORK**

Coordination of antenna location and cable infrastructure pathway for radio antenna booster

PROJECT MANAGEMENT and DESIGN COORDINATION (throughout)

- Remobilization of team

TASK 1 - DESIGN (assumed to be .5 months, HDR leads)

*ELECTRICAL and IT (Halff Associates)*

- Additional power requirements
- Additional data requirements
- Internal coordination with professional team (assuming remote)
- Document changes, CPR or CCD package created

*EXTERIOR ARCHITECTURE and STRUCTURAL (ERO)*

- Confirm proposed position of antenna
- Evaluate the existing structure for structural integrity of adding antennas
- Determine gravity and lateral loads onto the existing structure due to the antenna
- Perform anchorage to concrete calculations for antennas supports
- Provide rehabilitation details (if required) due to antennas
- Internal coordination with professional team (assuming remote)
- Document changes, CPR or CCD package created

TASK 1 DELIVERABLES

- Electrical, Interior Architecture, Exterior Architecture, Structural: 100% Signed & sealed drawings and specifications revisions (if necessary) issued as CPR or CCD to current CMAR

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

- AHJ review – not required
- Attendance at a Pre-Bid meeting – not required
- Fielding and answering bidder questions
- Preparation and distribution of Addenda, if necessary

[hdrinc.com](http://hdrinc.com)

8750 N. Central Expressway, Suite 100, Dallas, TX 75231-6431  
(972) 960-4000

- Owner award of Contract modifications

TASK 3 - CONSTRUCTION CONTRACT ADMINISTRATION (CCA) (assumed to be 3 months, ERO leads building contract items, HDR leads FF&E contract items)

Without negating or surpassing what is included in the Owner-Architect Agreement, additional CCA services related to this proposal include:

- Project administration to review contractor submittals and samples, RFI's, proposal requests and change orders
- Additional punch list visit for these items and disciplines

#### **FEE**

The fee for the additional work outlined above is **\$37,500**.

#### **EXPENSES**

We anticipate incurring costs for such things as in-house printing. This is included in the fee. No additional meetings, trips or site visits are included except as described.

#### **DISCLAIMERS & ASSUMPTIONS**

- This fee excludes grounding design similar or equal to Motorola r56's standards.
- The system installer shall provide design team the Radio Antenna system design guidelines.
- Design team is not responsible for the structural integrity of the antenna structure/componentry itself.
- Exact schedule is dependent upon ability to coordinate with entities outside of the design team as well as the Contractors' schedules.
- All deliverables to Owner, Jacobs, Contractor and AHJs will be electronic, and no printing will be required for submissions to these entities.
- We have assumed that Jacobs will broker required answers and provide direction to the design team.
- We have assumed that all meetings can be held remotely; hence, no travel has been included for meetings.
- We assume that existing building structure will be able to support items required to be installed and no new reinforcement will be required.
- 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.

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 Anderson', with a long horizontal flourish extending to the right.

Chad W. Anderson  
*Authorized Representative, Managing Principal*

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












# Amd No. 22 - HDR Architecture, Inc.

Final Audit Report


2022-10-04

Created:	2022-10-03
By:	HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAkkGRoy7ZsYoltnQV5r3T0IF6EPS2B4M_

## "Amd No. 22 - HDR Architecture, Inc." History

-  Document created by HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)  
2022-10-03 - 1:14:56 PM GMT
-  Document emailed to chad.anderson@hdrinc.com for signature  
2022-10-03 - 1:18:26 PM GMT
-  Email viewed by chad.anderson@hdrinc.com  
2022-10-03 - 1:19:24 PM GMT
-  Signer chad.anderson@hdrinc.com entered name at signing as Chad Anderson  
2022-10-03 - 1:19:49 PM GMT
-  Document e-signed by Chad Anderson (chad.anderson@hdrinc.com)  
Signature Date: 2022-10-03 - 1:19:51 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval  
2022-10-03 - 1:19:54 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)  
2022-10-03 - 4:05:24 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)  
Approval Date: 2022-10-03 - 4:06:02 PM GMT - Time Source: server
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature  
2022-10-03 - 4:06:04 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us  
2022-10-03 - 4:06:52 PM GMT
-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F. Cortez  
2022-10-04 - 4:20:46 PM GMT



 Document e-signed by Richard F. Cortez (countyjudge@co.hidalgo.tx.us)


Signature Date: 2022-10-04 - 4:20:47 PM GMT - Time Source: server

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2022-10-04 - 4:20:50 PM GMT

 Email viewed by carolyn.thornton@co.hidalgo.tx.us


2022-10-04 - 8:43:01 PM GMT

 Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton

2022-10-04 - 8:46:15 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-10-04 - 8:46:16 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2022-10-04 - 8:46:19 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2022-10-04 - 8:50:05 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as As

2022-10-04 - 8:50:34 PM GMT

 Document e-signed by As (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2022-10-04 - 8:50:36 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval

2022-10-04 - 8:50:38 PM GMT

 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

2022-10-04 - 9:15:13 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-10-04 - 9:15:31 PM GMT - Time Source: server

 Agreement completed.

2022-10-04 - 9:15:31 PM GMT

