

2. AI-89858 A. Requesting approval to rescind the action taken by CC via [AI-89193] dated January 17, 2023; due to required revisions. *related to billing structure*  
B. Discussion, consideration, and action on Amendment No. 25 [as revised, 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

[https://destinyhosted.com/frsv5/print/ol\\_agenda\\_print.cfm?seq=4124&mode=PDF&CFID=9460420&CFTOKEN=b593bd85d21fe04c-29B34EC9-D7...](https://destinyhosted.com/frsv5/print/ol_agenda_print.cfm?seq=4124&mode=PDF&CFID=9460420&CFTOKEN=b593bd85d21fe04c-29B34EC9-D7...) 12/20

3/6/23, 11:52 AM

Agenda

following Scope of Work in connection with the "Construction of the New Hidalgo County Courthouse" Project:

C. Requesting approval of Amendment No. 25: Extended Construction Contract Administration Phase Services (Phase I); Subject to Purchasing and Legal Counsel's final review/approval.

D. Requesting authority for County Judge and/or Mr. Valde Guerra, Hidalgo County CEO, to sign required documents.

*P4/3*

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT No. 25  
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. 25 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 07<sup>th</sup> day of March, 2023 (the “Amendment No. 25”), 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”); and

**WHEREAS**, The Owner requested a proposal from Architect to perform additional Project Phase 1 Construction Contract Administration Phase services to be performed under the Agreement and this Amendment No. 25; and

**WHEREAS**, the Architect and Owner have agreed to amend 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 February 28, 2023, which is attached as Exhibit A to this Amendment No. 25 (“Proposal”), to perform extended Project Phase 1 Construction Contract Administration Phase Services (“Amendment No. 25 Services”) until the earlier of issuance of the Project Phase 1 Certificate of Final Completion or until such services are discontinued by the County in its discretion (“End Date”). The monthly compensation for these Amendment No. 25 Services shall not be paid after the End Date without the duly authorized prior written approval from the Owner.
2. The County will pay HDR monthly for the Amendment No. 25 Services properly provided and documented. Such charges will be based upon the Hourly Rates

Table attached to the Proposal for the requested Services provided by the respective Personnel Titles for time actually spent, up to and not exceed the maximum amount of Sixty-Nine Thousand, Two Hundred and Thirty-Three Dollars (\$69,233.00) per month. HDR shall provide prompt written notice to the County in the event HDR contends this amount may be exceeded. HDR shall be responsible for gathering documentation and submitting an accounting of the hours spent with each monthly invoice. HDR will invoice the County only for the resource time actually spent in one-quarter (1/4) hour increments. This monthly compensation provides full compensation for the Amendment 25 Services performed by HDR and project participants invoicing through HDR including, without limitation, architects, designers, CAD technicians, BIM managers, engineers, landscape architects and coordinators and others, as listed in the Proposal Hourly Rates Table.

3. 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 No. 25.

#### **APPROVAL:**

**a) Approval for Price greater than \$50,000.00:** Approved by Commissioners' Court on March 07, 2023, 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 MARCH 07, 2023 MM  
Agenda Item No. 89858 Executive Office: MM

HDR ARCHITECTURE, INC.  
ARCHITECT

Chad Anderson  
[Chad Anderson \(Mar 8, 2023 17:22 CST\)](#)  
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: \_\_\_\_\_

ATTEST:

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

Arturo Guajardo, Jr.

Arturo Guajardo, Jr.  
County Clerk

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

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

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

February 28, 2023

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

Dear Mr. Garcia,

With the expiration of our Amendment 21 on December 31, 2022, and the base scope of construction still not complete on the New Courthouse, we offer this revised proposal as an extension of the design team's Phase 1 Construction Administration (CA) services. Per our communications, this proposal reflects the methodology we are currently successfully contracted with another county for CA services.

The team will have set hourly rates for each resource type, e.g. Architect, Project Manager, CAD Technician, Mechanical Engineer, etc. Each design team firm is required to submit an accounting of hours spent by resource for that month which, in turn, gets submitted with the invoice. This way the Owner is only charged for the time actually spent to a not-to-exceed (NTE) maximum of \$69,233 per month.

This methodology benefits the Owner and the design team. The Owner can control spending by limiting what they ask of the Design Team. Because the construction phase has far exceeded original projections, the Design Team has already spent what was originally budgeted. This arrangement allows the Design Team to get paid for their subsequent time investments.

Additionally, due to the duration uncertainty to reach Final Completion, this proposal would continue monthly until Phase 1 completion.

We hope this can be approved in a timely manner so we can continue to work to bring this project to completion.

Sincerely,  
HDR Architecture, Inc.



Chad W. Anderson  
*Authorized Representative, Managing Principal*

cc: John Niesen, Mike Brenchley, Halden Tally, Daniel McCart, file

**HDR Architecture, Inc.****Hourly Rates**

<b>PERSONNEL TITLE</b>	<b>2023 Rates</b>	<b>2024 Rates</b>
Subject Matter Expert	\$368.00	\$ 383.00
Principal in Charge	\$335.00	\$ 350.00
Principal	\$295.00	\$ 307.00
Project Manager	\$229.00	\$ 239.00
Sr. Project Manager	\$298.00	\$ 310.00
Sr. Design Principal	\$349.00	\$ 365.00
Sr. Project Designer	\$278.00	\$ 289.00
Project Designer	\$234.00	\$ 245.00
Jr. Project Designer	\$146.00	\$ 152.00
Sr. Project Architect	\$234.00	\$ 245.00
Project Architect	\$180.00	\$ 188.00
Office BIM Manager	\$206.00	\$ 215.00
Sr. Project Coordinator	\$194.00	\$ 202.00
Project Coordinator	\$104.00	\$ 110.00
Sr. Architecture Planner	\$306.00	\$ 320.00
Sr. Interior Designer	\$166.00	\$ 173.00
Interior Designer	\$104.00	\$ 110.00
Sustainable Designer	\$208.00	\$ 216.00
Sr. Civil Project Engineer	\$277.00	\$ 288.00
Civil Project Engineer	\$194.00	\$ 202.00
Sr. Landscape Project Architect	\$294.00	\$ 306.00
Landscape Project Coordinator	\$112.00	\$ 117.00
Sr. Structural Project Engineer	\$277.00	\$ 288.00
Structural Project Engineer	\$184.00	\$ 192.00
Structural Drafter	\$127.00	\$ 132.00
Sr. Plumbing Designer	\$277.00	\$ 288.00
Plumbing Designer	\$125.00	\$ 130.00
Sr. Mechanical Project Engineer	\$277.00	\$ 288.00
Mechanical Project Engineer	\$194.00	\$ 202.00
Mechanical EIT	\$135.00	\$ 140.00
Mechanical Project Coordinator	\$196.00	\$ 204.00
Mechanical Drafter	\$166.00	\$ 173.00
Sr. Electrical Engineer	\$294.00	\$ 306.00
Electrical Project Engineer	\$185.00	\$ 192.00
Electrical EIT	\$150.00	\$ 156.00
Electrical Designer	\$105.00	\$ 109.00
Sr. Electrical Drafter	\$179.00	\$ 186.00
Security Designer	\$272.00	\$ 283.00
Sr. Electronic Security/Comm. Specialist	\$185.00	\$ 192.00
Electronic Security Specialist	\$155.00	\$ 161.00
Physical Security Specialist	\$228.00	\$ 237.00
Sr. Acoustical Engineer	\$275.00	\$ 286.00
Sr. Construction Contract Administrator	\$244.00	\$ 254.00
Construction Contract Administrator	\$201.00	\$ 209.00
Sr. Graphic Designer	\$150.00	\$ 156.00
Sr. Fire Protection Engineer	\$193.00	\$ 201.00
Steno Clerical	\$123.00	\$ 128.00
Sr. Administrative	\$145.00	\$ 151.00

\* Rates are subject to an annual increase at the start of each calendar year












# Amd No. 25 - HDR Architecture, Inc.

Final Audit Report















2023-03-10

Created:	2023-03-08
By:	HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAACsIIcHKaLmB60rQbQFEexKzipeVa9XW2

## "Amd No. 25 - HDR Architecture, Inc." History

-  Document created by HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)  
2023-03-08 - 7:35:39 PM GMT
-  Document emailed to chad.anderson@hdrinc.com for signature  
2023-03-08 - 7:40:29 PM GMT
-  Email viewed by chad.anderson@hdrinc.com  
2023-03-08 - 8:27:29 PM GMT
-  Signer chad.anderson@hdrinc.com entered name at signing as Chad Anderson  
2023-03-08 - 11:22:50 PM GMT
-  Document e-signed by Chad Anderson (chad.anderson@hdrinc.com)  
Signature Date: 2023-03-08 - 11:22:52 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) and margaret.mungia@co.hidalgo.tx.us for approval. One of them to approve  
2023-03-08 - 11:22:54 PM GMT
-  Email viewed by margaret.mungia@co.hidalgo.tx.us  
2023-03-09 - 2:16:34 PM GMT
-  Signer margaret.mungia@co.hidalgo.tx.us entered name at signing as Margaret Mungia  
2023-03-09 - 2:19:52 PM GMT
-  Document approved by Margaret Mungia (margaret.mungia@co.hidalgo.tx.us)  
Approval Date: 2023-03-09 - 2:19:54 PM GMT - Time Source: server
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature  
2023-03-09 - 2:19:56 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us  
2023-03-09 - 2:49:04 PM GMT



-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez  
2023-03-10 - 3:33:15 PM GMT
-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)  
Signature Date: 2023-03-10 - 3:33:17 PM GMT - Time Source: server
-  Document emailed to carolyn.thornton@co.hidalgo.tx.us for approval  
2023-03-10 - 3:33:19 PM GMT
-  Email viewed by carolyn.thornton@co.hidalgo.tx.us  
2023-03-10 - 6:41:49 PM GMT
-  Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton  
2023-03-10 - 6:42:00 PM GMT
-  Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)  
Approval Date: 2023-03-10 - 6:42:02 PM GMT - Time Source: server
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature  
2023-03-10 - 6:42:04 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us  
2023-03-10 - 6:49:08 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.  
2023-03-10 - 7:01:14 PM GMT
-  Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)  
Signature Date: 2023-03-10 - 7:01:16 PM GMT - Time Source: server
-  Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval  
2023-03-10 - 7:01:18 PM GMT
-  Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)  
2023-03-10 - 7:15:40 PM GMT
-  Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)  
Approval Date: 2023-03-10 - 7:15:58 PM GMT - Time Source: server
-  Agreement completed.  
2023-03-10 - 7:15:58 PM GMT

