

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO THE
CONTRACT FOR PROFESSIONAL SERVICES BEWTEEN
HIDALGO COUNTY AND RABA-KISTNER CONSULTANTS, INC.
C-07-033A-06-05**

This Contract Amendment is entered into by and between Hidalgo County (the "County") and Raba-Kistner Consultants, Inc., (the "Engineer") effective _____ 2008.

WHEREAS, the County, and Engineer entered into a Professional Services Contract styled C-07-033A-06-05 (the "Contract") on or about June 5, 2007 for the services related to geotechnical and material testing engineering services (the "Work") for the proposed new offices of Hidalgo County Precinct No. 4 (the Project");

WHEREAS, at the time the Contract was executed the preliminary costs associated with the Work were estimated to be approximately one half of one percent (1/2%) of the total construction cost;

WHEREAS, while the Project has continued to move forward and plans and specifications have been completed, the Engineer has now determined that its costs for the Work would be more appropriately calculated on a amount based on hourly rates rather than percentage of the total construction cost;

WHEREAS, Engineer submitted correspondence to the County dated July 27, 2007, in which Engineer now estimates the probable cost associated with implementing the Work to be Nine Thousand Seven Hundred and Fifty Three Dollars and 43/100ths (\$9,753.43) but does not consider this to be a maximum amount;

WHEREAS, Engineer further states in its July 27, 2007 correspondence to County that the general contractor's means/methods, sequencing and scheduling can significantly impact its estimate of the Project's probable cost;

WHEREAS, County and Engineer now desire to amend the Contract in order to replace the payment method to reflect a dollar amount based on Engineer's hourly rates rather than a percentage amount and to amend the Contract to reflect the projected amount for the Work to be Nine Thousand Seven Hundred and Fifty Three Dollars and 43/100ths (\$9,753.43).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Correspondence from Martin Vila, P.E., F. ASCE, Vice President, Raba Kistner to Hidalgo County dated May 22, 2007 and attached to the Contract in Exhibit "B" Fee Schedule Attachment II, shall be modified to state that payment for the Work shall be made based on hourly rates submitted as Attachment II to the Contract, dated June 2006, (the "Schedule of Fees for Professional Services") in an amount not to exceed Nine Thousand Seven Hundred and Fifty Three Dollars and 43/100ths (\$9,753.43). Such payment method is more particularly described in a letter dated July 27, 2007 to Hidalgo County from Mr. Dennis C. Charkow, Supervisor, CME Raba Kistner and its Construction Material Testing Unit Rates, attached hereto as Exhibit "A" (All other provisions described in the July 27, 2007 correspondence are not accepted or adopted by Hidalgo County and do not become part of the Contract.
2. All references in the Contract or its attachments thereto, regarding payment methods based on a percentage amount of the construction cost are hereby deleted in their entirety.
3. All terms and conditions set forth in the Contract except as amended herein are ratified and confirmed and shall remain in full force and effect during the term of this Contract or any extension thereof pursuant to the terms of the Contract.

Executed effective as of the date first written above.

RABA KISTNER CONSULTANTS, INC.

By: _____
Printed _____ Name:

Title:

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain