

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO   §

**C-12-123-05-22**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and L&G Consulting Engineers, Professional Engineers of, Mercedes, Texas, hereinafter called the **Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the 22<sup>nd</sup> day of May, 2012 concerning engineering for, “Environmental Study” regarding the Precinct No. 3 Old Administration building, Warehouse and Shop Complex, (hereinafter referred to as the “**Project**”); and,

**WHEREAS**, Article 8 of the **Agreement**, (Supplemental Agreements), establishes that the terms of the Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the Engineer, and/or (3) for any other reason agreeable to the Owner and the Engineer; and,

**WHEREAS**, it has become necessary to amend the Agreement to:

- (1) Revise Article 3.1- “Termination Date” to increase the numbers of days for the additional services.
- (2) Revise “Exhibit B- Scope of Work” of this Agreement to include engineering services required for the removal and properly dispose of approximately 400 square feet of asbestos based vinyl flooring, conduct the required air quality monitoring during the abatement process, and notify the Department of Social and Health Services (DSHS) and pay the required fee; as a result of the findings of the Asbestos Survey previously prepared for the Precinct No. 3 Old Administration Building, Warehouse, and Shop Complex; located at 400 W. 13<sup>th</sup> Street (Lots 1 thru 9 Blk 212-FMV and Lots 4 thru 9 Blk 205-FMV) project in Mission, Hidalgo County, Texas Project.
- (3) Revise “Exhibit C- Work Schedule” of this Agreement to allow for the revision and completion of the additional work of the Project;
- (4) Revise “Exhibit D-1 Fee Schedule” of this Agreement to allow for additional compensation due to Engineer for the additional work required to be performed due to the revision of the Scope of Work.

## A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. The first sentence of Article 3.1 of the Agreement (Termination Date) is deleted in its entirety and the following is inserted in lieu thereof:  
  
“This agreement shall terminate upon completion of projects (hereinafter referred to as the “Termination Date”), unless extended by written supplemental agreement, as provided in Article 8 hereto, duly executed by the Engineer and the Owner prior to the Termination Date, or otherwise terminated as provided in Article 3.4 herein and below.”
2. Exhibit “B” of the Agreement (Services to be Provided by Engineer) is amended by “Exhibit B-1” attached hereto titled “Revised Services to be Provided by Engineer.”
- 3.
4. Exhibit “C” of the Agreement (Work Schedule) is amended by “Exhibit C-1” attached hereto titled “Revised Work Schedule.”
- 5.
6. Exhibit “D-1” of the Agreement (Cost Proposal) is amended by “Exhibit D-2” attached hereto titled “Revised Cost Proposal.”
7. Except as modified herein, all terms and conditions of the Agreement, as amended for the purposes of this Supplemental No. 1 remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended for the purposes of this Supplemental No. 1.

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to the Agreement for Professional Services to be executed as of the 1<sup>st</sup> day of October, 2012.

**THE ENGINEER:**

**THE OWNER:**

**L&G CONSULTING ENGINEER**

**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Jacinto Garza, P.E., President/CEO

**BY:** \_\_\_\_\_  
Ramon Garcia, County Judge

**APPROVED AS TO FORM:**  
**ATLAS, HALL & RODRIGUEZ LLP**

**ATTEST:**

**BY:** \_\_\_\_\_  
Steve L. Crain

**BY:** \_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

**Exhibit B-1 – Scope of Work**  
**Exhibit C-1 – Work Schedule**  
**Exhibit D-1 – Cost Proposal**