

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 22nd 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. 13th 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 1st 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

EXHIBIT “B”

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be furnished by the **Engineer** under this Supplemental is to provide **Asbestos Abatement Activities to be performed at a building known as the “Mission Food Pantry” located at 414 W. 12th Street in Mission, Hidalgo County, Texas** known as the **Project**. This report will include the tasks listed in detail below.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Supplemental, except as otherwise specified to be provided by the **Owner**.

The **Engineer** will develop/submit a work schedule (as required in ARTICLE 2.3 of the Agreement) that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **EXHIBIT “C”**.

The **Engineer** shall provide the following services required for **the Project**. The Engineer shall maintain a direct line of communication and coordinate very closely with Hidalgo County Precinct 3 on this project.

Specific activities to be performed by the **Engineer** include the following:

SCOPE OF WORK

L&G’s approach for performing the Asbestos abatement activities consists of four tasks: first and overview of required activities as per the Asbestos Survey and a completion of the Department of Health and Human Services (DHHS) 10-day notice and the provision of specifications for Removal, Disposal, and Clean up of the Asbestos Containing Materials (ACM) related to the site; second, coordination of the fieldwork associated with the proposed abatement of approximately 400 square feet of asbestos vinyl flooring; third, oversight of the Air Quality Monitoring and removal of the ACM to be performed by Texas Department of State Health Services (TDSHS) licensed asbestos consultant(s); fourth, a preparation of a report in letter form.

Task 1.0 Overview of Activities and Project Coordination

This task serves to Request and Submit the DSHS 10-Working Day Notification form. In addition staff will provide specifications for the removal, disposal and clean up of the ACM associated with the site.

Task 2.0 Fieldwork Coordination

L&G staff will coordinate with the County and internal staff to schedule an appropriate date and time to begin the abatement activities.

Task 3.0 Fieldwork

Perform activities related to the removal and disposal of the approximately 400 square feet of asbestos vinyl flooring associated with the site by a Texas Department of State Health Services (TDSHS) licensed asbestos consultant. All abatement activities are to be performed in accordance with Texas Department of State Health Services (TDSHS) regulations.

Task 4.0 Final Letter of Release Preparation

A report, in letter form, will include the findings of the asbestos removal and any related recommendations pertaining to the demolition of the structures on the subject property.

Unless directed otherwise, you will be the only recipient of our letter, and no copies will be distributed without your prior approval.

Deliverables:

- 1) **Completion of Asbestos Abatement Activities Relating to 414 W. 12th Street in Mission, Hidalgo County, Texas as recommended by a previous study.**
- 2) **Report, in letter form, including recommendations for demolition of the structure.**

Asbestos Abatement at 414 W. 12th Street in Mission, Texas
Supplemental No. 1 to the Agreement

EXHIBIT "C"
WORK SCHEDULE

PROPOSED SCHEDULE

L&G Engineering proposes the schedule presented below for the Asbestos Abatement Activities to be performed at the "Mission Food Pantry" Building located at 414 W. 12th Street in Mission, Texas Project:

L&G is prepared to initiate this project immediately upon authorization to proceed. We anticipate being able to complete the abatement activities within 4-5 weeks of written authorization. If difficulties arise, we will inform the County at the earliest possible time and obtain your concurrence on extending the evaluation period or continuing without the benefit of the information in question.

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN
ENVIRONMENTAL STUDY - 400 W 13TH STREET

	MANHOURS					TOTAL HOURS	Sub-Contract Amounts	TOTAL LINE ITEM COST
	GIS Analyst	Senior Environmental Scientist /Specialist	Environmental Scientist /Specialist	Admin / Clerical				
ORIGINAL CONTRACT								
	75.45	129.77	75.45	54.32				
CONTRACT RATE								
WORK AUTHORIZATION NO. 1								
PHASE I/LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT								
1	6	2	24	1	33		\$	2,577.36
2	6	2	24	1	33		\$	2,577.36
3	6	2	1		3		\$	334.99
4	6	2	24	1	33		\$	2,577.36
5		24		16	40		\$	3,983.60
6					0		\$	2,250.00
7					0		\$	1,850.00
8	18	32	73	19	142		\$	4,812.00
SUB-TOTAL								20,962.67
Geosearch (Property Info Search) \$ 300.00								
Sanborn Maps \$ 80.00								
Subtotal Direct Expenses \$ 380.00								
TOTAL OF WORK AUTHORIZATION NO. 1 \$ 21,342.67								
SUPPLEMENTAL NO. 1 TO CONTRACT								
WORK AUTHORIZATION NO. 2								
1		2.5		4	6.5		\$	541.71
2		1			1		\$	129.77
3		1	10		11		\$	884.27
4		2.5		2	4.5		\$	433.07
5		3		4	7		\$	606.59
6					0		\$	3,350.00
7					0		\$	1,300.00
SUB-TOTAL	18	42	83	29	172		\$	7,245.40
Geosearch (Property Info Search) \$ 420.00								
Sanborn Maps \$ 75.00								
Subtotal Direct Expenses \$ 495.00								
TOTAL OF WORK AUTHORIZATION NO. 2 \$ 7,740.40								
Total Revised Project Fee \$							\$ 29,083.07	