

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**C-08-223-11-04**  
**SUPPLEMENTAL AGREEMENT NO. 2**  
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Dos Logistics, Inc., Professional Engineers of, Weslaco, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the 4<sup>th</sup> day of November, 2008 concerning civil engineering services for Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article 7 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 "Exhibit B Scope of Work" of this Agreement to include Finish Floor Elevation.
- (2) Revise "Exhibit C- Work Schedule" of this Agreement to allow for the revision and completion of the additional work of the Project;
- (3) Revise "Exhibit D- Cost Proposal" of this Agreement to allow for additional compensation due to the Engineer for the additional work required to be performed due to the revision of the Scope of Work consisting of the need for Finished Floor Elevation Certificate, and;
- (4) Revise Article 5- "Services" of the Agreement to increase the lump sum fee payable by the Owner to the Engineer.

**A.     AGREEMENT**

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

1.     Exhibit "B" of the Agreement (Services to be Provided by Engineer) is amended by "Exhibit B-2" titled "Revised Services to be Provided by Engineer," and attached hereto.

2. Exhibit "C" of the Agreement (Work Schedule) is amended by "Exhibit C-2" titled "Revised Work Schedule," a copy of which is attached hereto.
3. Exhibit "D" of the Agreement (Cost Proposal) is amended by "Exhibit D-2" titled "Revised Cost Proposal," a copy of which is attached hereto.
4. Article 5 of the Agreement (Services) first sentence is amended for the purpose of the Supplemental No. 2 is deleted in its entirety and the following ins inserted in lieu thereof:

"For and in consideration of the services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in Exhibit "B", as amended by Exhibit "B-2" attached hereto, the amount payable by the Owner to the Engineer for Services will be in the amount of \$127,762.80, subject to adjustment in accordance with Article 6.1 herein; will be provided in Exhibit C-Fee Breakdown as amended by Exhibit "C-2" and is attached hereto."

5. Except as modified herein, all terms and conditions of the Agreement, as amended for the purposes of this Supplemental No. 2 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. 2.

**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 16<sup>th</sup> day of August, 2011.

**THE ENGINEER:**

**Dos Logistics, Inc.**

**BY:** \_\_\_\_\_  
Eric Ybarra, Principal

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

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

**LIST OF ATTACHMENTS**

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

**THE OWNER:**

**HIDALGO COUNTY**

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

**ATTEST:**

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

**EXHIBIT "B-2"**

**Revised Services to be Provided by the Engineer**

## **EXHIBIT "B-2"**

### **Revised Services to be Provided by the Engineer**

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, and construction administrative services for a proposed Hidalgo County Sheriff Substation Expansion as shown below but not limited to, the following.

- Boundary/Topographic Survey (Approx. 12 acres)
- Coordination with Utilities & Onsite Utility Design (five feet outside the building line)
- 25 & 100 Year Storm Frequency Hydrologic and Hydraulic Modeling
- Onsite Hardscape Design (Paving, Roads, Parking & Sidewalk)
- Drawing Preparation
- Quantity take off
- Preparation of Specifications
- Opinion of Probable Construction Estimate
- Bidding and Negotiation Services (Bidding Assistance & Bid Opening)
- Construction Phase Services (shop Drawing Review, Site Visits, Interpretation & Clarification)
- Determine Design Detention pond sizing
- Re-grading Plan
- Construction Inspection Services limited to the civil improvements.
- Construction staking for Property Delineation
- Construction staking for Stormwater Detention Pond and Berm Area
- Construction staking for Stormwater System (Pipe and Inlet)
- Construction Staking for Stock Pile Site
- Engineer shall assist to provide surveying crew to gather topographic survey of the Finished Floor Elevation for the new building.
- Engineer to provide an Elevation Certificate signed and sealed by Registered Professional Land Surveyor in the state of Texas.

**EXHIBIT "C-2"**  
**Revised Work Schedule**

REVISED WORK SCHEDULE

		2011-2012														
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
<b>Revised Schedule Summary</b>		Duration														
Finalize Project planning and design		4 Weeks														
Commissioner Court Supplemental Approval		1 Week														
Construction Staking for Property Delineation		1 Week														
Construction Staking for Stormwater Detention Pond and Berm Area		1 Week														
Construction Staking for Stock Pile		1 Week														
Construction Staking for Stormwater System (Pipe and Inlets)		1 Week														
Bidding Assistance and Construction Inspection (Civil Section)		56 Weeks														

**EXHIBIT "D-2"**  
**Revised Cost Proposal**

