

STATE OF TEXAS §

COUNTY OF HIDALGO §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT to the PROFESSIONAL SERVICE AGREEMENT by and between **URBAN COUNTY PROGRAM** ("Party") and **LE FEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC** ("Engineer") is entered into between the parties effective this \_\_\_\_<sup>th</sup> day of February, 2014.

**WHEREAS**, Party and Engineer entered into a Professional Services Agreement dated January 8th, 2013 in which Engineer agreed to provide certain professional services for the Weslaco Water/Sewer Improvements (the "Agreement");

**WHEREAS**, the Contract now requires amendment in order to add additional scope and to revise the fee to the Engineer for the scope of work; and

**WHEREAS**, the parties desire to amend the Agreement as herein provided;

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party and Engineer agree to the following amendments to the Agreement:

1. Exhibit A to the Agreement is deleted in its entirety and Exhibit A-1 attached hereto shall be substituted in lieu thereof;
2. The first sentence of Section 6.1 of the Agreement shall be deleted in its entirety and the following shall be substituted in lieu thereof;  
The Engineer shall be paid a total fixed amount of \$54,676.00 for services rendered under this contract.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LE FEVRE ENVIRONMENTAL &  
MANAGEMENT CONSULTING, LLC.

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By: Richard Le Fevre  
Its: Manager

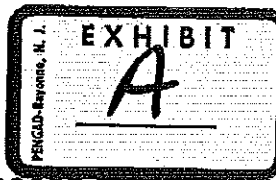
COUNTY OF HIDALGO URBAN  
COUNTY PROGRAM

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Diana R. Serna, UCP Director

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

By: \_\_\_\_\_  
Stephen L. Crain



## SCOPE OF SERVICES

Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project

PREPARED BY:  
**LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The County of Hidalgo, Texas, proposes to construct Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project.

**Contract Amount: \$47,216.00**  
**Amendment No. 1: \$7,460.00**  
**Contract Amount w/ Amendment No. 1: \$54,676.00**

### **Project Tasks**

#### **Task 1 – Survey**

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

- **Task 1 – Amendment No. 1**  
Provide additional field surveying by a Registered Professional Land Surveyor (RPLS) in order to provide the requested 10-ft Utility Easement by Hidalgo County Irrigation District No. 9 (HCCWCID No. 9). The additional cost for this task is **\$2,500.00.**

#### **Task 2 – Project Orientation and Startup**

LEMC proposes an initial project orientation meeting be scheduled so that both the City and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

#### **Task 3 – Design**

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area and as per Texas Commission on Environmental Quality (TCEQ) and as per City of Weslaco requirements.

- **Task 3 – Amendment No. 1**  
LEMC will be revising the design to meet the request of HCCWCID No. 9. Realigning the recycle line to be installed parallel to an existing recycle line and within the proposed 10-ft utility easement mentioned in Task No. 1. LEMC will coordinate with the City of Weslaco Staff and HCCWCID No. 9 General Manager for approval of the revised design. The additional cost for this task is **\$2,020.00.**

#### **Task 4 – Preliminary Plans and Estimates**

LEMC will provide City staff a set of plans and estimates for accordance, evaluation and coordination.

#### **Task 5 – Final Plans and Specifications**

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

- **Task 5 – Amendment No. 1**

LEMC will provide the City of Weslaco staff, HCCWCID No. 9, Contractor and Hidalgo County Urban County each a set of revised plans and specifications. The additional cost for this task is \$560.00.

#### **Task 6 – Bidding and Award**

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the City desires.

Post bid, LEMC will tabulate the bids and make recommendations in consultation with City staff. Post Award, LEMC will prepare necessary contract documents for execution, after award by the City.

#### **Inspection – Amendment No. 1**

The Notice to Proceed for this project was issued on January 13, 2014, in which the construction inspection also commenced with mobilization and construction staking. Due to the delays mentioned on the amendment letter. The additional cost for this task is \$1,200.00.

#### **Task 7 – Construction**

LEMC will observe ongoing work, identify survey control for the contractor and certify periodic payment requests. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

- **Task 7 – Amendment No. 1**

During Mobilization, the Contractor was approached on site by HCCWCID No. 9 personnel to stop work. Subsequent meetings were scheduled with the LEMC, City of Weslaco, and the new Irrigation District General Manager Mr. Randy Winston, P.E. The result of those coordination meetings resulted in LEMC providing easement sketches for approval by the HCCWCID No. 9 Board of Directors in order to avoid excess loss of time during construction. The additional cost for this task is \$1,180.00.

**Task 8 – As Built**

LEMC will provide to the City a reproducible "as-built" set of plans of the project along with an electronic version of the plans.

Please accept this proposal letter as our final and best offer.

Respectfully,

Wesley Richard LeFevre, P.E.  
President

## Engineering Cost Proposal and Fee Breakdown

### Original Scope:

Basic Engineering	\$30,326.00
Inspection	\$9,160.00
Construction Phase Engineering	\$7,730.00
<b>Total</b>	<b>\$47,216.00</b>

\*Construction Material Testing,  
Geotechnical Engineering to be  
provided by others

### Amendment No. 1 Scope:

Basic Engineering	\$2,580.00
Utility Easement	\$2,500.00
Inspection	\$1,200.00
Construction Phase Engineering	\$1,180.00
<b>Total</b>	<b>\$7,460.00</b>

\*Construction Material Testing,  
Geotechnical Engineering to be  
provided by others

### HOURLY FEES

PRINCIPAL	\$140.00/HOUR
PROJECT ENGINEER	\$120.00/HOUR
PROJECT MANAGER	\$ 90.00/HOUR
DESIGNER/TECHNICIAN	\$ 65.00/HOUR
CADD DRAFTSMEN	\$ 40.00/HOUR
ADMINISTRATIVE	\$ 30.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 40.00/HOUR
MATERIALS	COST + 10 %
TRAVEL	\$ 0.55/MILE
REIMBURSABLES	COST + 10 %