



August 6, 2018

Commissioner Joseph Palacios  
Attn: Maria Mayorga, Executive Assistant  
Hidalgo County Precinct No. 4  
1051 N. Doolittle Rd.  
Edinburg, Texas 78542

**RE: Memorial Park Project  
C-16-329-09-06  
Supplemental No. 1 to Work Authorization No. 5**

Dear Ms. Mayorga:

Attached for your review, and further coordination with Commissioner Palacios, are two signed original Supplemental No. 1 to Work Authorization No. 5 under the Contract for the Memorial Park Project.

Attached you will find the following:

- 1.) Two partially executed originals Supplemental #1 to Work Authorization #5 with the following attachments:
  - Exhibit "B-1" Scope of Services to be provided by Engineer
  - Exhibit "D-1" Fee Schedule

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 585-3773.

Sincerely,  
**B2Z ENGINEERING**



Nicholus Muñoz  
Vice President

Attachments



- I. Section of the Agreement, "Exhibit B-1 – Scope of Services to be provided by the Engineer", is attached to reflect the above listed modification of this Supplemental.
- II. Section of the Agreement, "Exhibit D-1 – Fee Proposal", is attached to reflect the above listed modification of this Supplemental.

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:**

**BY:**

  
Nicholas Muñoz, Vice President

Address for Giving Notices:

900 S. Stewart Rd., Suite 4

Mission, TX 78572

**THE OWNER:  
HIDALGO COUNTY**

**BY:**

Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

# EXHIBIT B-1

## Scope of Services to be provided by the Engineer

### SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"  
Work Authorization No. 5 ~ Construction Phase Services – Memorial Park (FC320)

ENGINEER shall mean B2Z Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean The Warren Group (TWG)

CIVIL ENGINEER shall mean South Texas Infrastructure Group (STIG)

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# EXHIBIT B-1

## Scope of Services to be provided by the Engineer

- vii. Conduct bi-weekly OAC (owner, architect, and contractor) construction progress meetings.
  - viii. Interact daily with the contractor to resolve potential problems or issues before they turn into change orders or cause delays
  - ix. Obtain and review record drawings from the architect.
- 3) The ENGINEER will coordinate and conduct a pre-design and/or pre-construction conference (if required).
- 4) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the ARCHITECT, CIVIL ENGINEER, and Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the ARCHITECT, CIVIL ENGINEER, or Contractor to correct the defect or deficiency.
- a. Daily project site visits to document and photograph the activity for a permanent record to be stored in PMIS.
    - i. Site visits will be documented via daily report that will include but not limited to:
      - 1. Weather
      - 2. Work logs with man hour quantities.
      - 3. General Notes, Issues and Concerns
      - 4. Site Safety Observations
      - 5. Quality Control Observations
      - 6. Delays
      - 7. Equipment on site

### Miscellaneous Technical Activities:

- 1) The ENGINEER will coordinate various aspects of the project development component as directed by the COUNTY.
    - a. The ENGINEER will assist the COUNTY in development of the project into three (3) Guaranteed Maximum Price (GMP) phases. GMP I, II, & III.
  - 2) The ENGINEER will act as an agent of the COUNTY when dealing with the ARCHITECT/CIVIL ENGINEER hired by the COUNTY.
  - 3) The ENGINEER will coordinate with the COUNTY on a weekly basis to ensure that the project is meeting all defined project goals.
  - 4) The ENGINEER will QC/QA all construction cost estimates produced by the ARCHITECT/CIVIL ENGINEER working on the project to ensure that the COUNTY stays within the defined budget.
  - 5) The ENGINEER will perform other various coordination tasks as directed by the COUNTY on an "On-Call" basis to push the project through various aspects of project development.
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**EXHIBIT D-1  
FEE PROPOSAL**

**Memorial Park  
Construction Phase Services ~ FC320  
Hidalgo County Precinct 4  
Supplemental No. 1 to Work Authorization No. 5**

		MANHOURS					Total
		Senior Project Manager	Construction Manager	Construction Inspector	Admin/ Clerical		
<b>Hidalgo County Precinct #4 Memorial Park Construction Management Services</b>							
<b>TASKS</b>							
<i>FC320</i>							
	1	52		260			312
	2	32		32			64
		84	0	292	0		376
	<b>Subtotal</b>	<b>84</b>	<b>0</b>	<b>292</b>	<b>0</b>		<b>376</b>
<b>Labor Hours</b>							
	Hourly Base Rates	\$ 80.00	\$ 52.00	\$ 28.00	\$ 20.00		
	Contract Rate FY2018	\$ 252.07	\$ 163.85	\$ 88.22	\$ 63.02		
	<b>Total Labor Costs</b>	<b>\$ 21,173.88</b>	<b>\$ -</b>	<b>\$ 25,760.24</b>	<b>\$ -</b>		<b>\$ 46,934.12</b>

Direct Expenses      Mileage: \$0.56/mile      \$ 1,747.00

*Total Direct Expenses*      \$ 1,747.00

**B2Z Engineering Total Cost**

**\$ 48,681.12**

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 5  
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
(C-16-329-09-06)**

**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 B2Z Engineering LLC, Professional Engineers of, Mission, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the 6<sup>th</sup> day of September **2016** concerning Construction Phase Services for Memorial Park hereinafter referred to as the ("**Project**")"; and,

**WHEREAS**, Article 8 of the **Agreement**, Supplemental Agreements, establishes "The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date... (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**, both the complexity and character of the services to be performed by the Engineer have changed. The project is now being delivered through a non-traditional construction delivery method, Construction Manager at Risk (CMAR).

**WHEREAS**, this supplemental agreement will take the project through the development of GMP I, GMP II, and GMP III, but only provide construction oversight and inspection through GMP I.

**WHEREAS**, it has become necessary to increase the original fee proposal amount of Work Authorization No. 5 in the amount of **\$49,974.50** to **\$98,655.62**; therefore, the amount of Exhibit D-1 of **Supplemental No. 1** is **\$48,681.12**.

**A. AGREEMENT**

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


- I. Section of the Agreement, "Exhibit B-1 – Scope of Services to be provided by the Engineer", is attached to reflect the above listed modification of this Supplemental.
- II. Section of the Agreement, "Exhibit D-1 – Fee Proposal", is attached to reflect the above listed modification of this Supplemental.

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:**

**BY:**

  
Nicholus Muñoz, Vice President

Address for Giving Notices:

900 S. Stewart Rd., Suite 4

Mission, TX 78572

**THE OWNER:  
HIDALGO COUNTY**

**BY:**

\_\_\_\_\_  
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

# **EXHIBIT B-1**

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**EXHIBIT D-1  
FEE PROPOSAL**

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Construction Phase Services ~ FC320  
Hidalgo County Precinct 4  
Supplemental No. 1 to Work Authorization No. 5**

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		Senior Project Manager	Construction Manager	Construction Inspector	Admin/ Clerical		
<b>FC320</b>							
<i>Hidalgo County Precinct #4 Memorial Park Construction Management Services</i>							
TASKS							
	1	Construction Phase Services					
	2	Meetings and Coordination with Hidalgo County Precinct 4, Architect, Civil Eng, etc		260			312
				32			64
		<b>Subtotal</b>	<b>84</b>	<b>292</b>	<b>0</b>	<b>0</b>	<b>376</b>
<b>Labor Hours</b>							
		Hourly Base Rates	\$ 80.00	\$ 52.00	\$ 28.00	\$ 20.00	
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**B2Z Engineering Total Cost**

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