

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 2
TO PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MATERIALS TESTING AND LABORATORY SERVICES
NEW HIDALGO COUNTY COURTHOUSE PROJECT
C-18-220-09-25**

This **AMENDMENT** to the Professional Services Agreement for Construction Materials Testing and Laboratory Services, New Hidalgo County Courthouse Project, between **HIDALGO COUNTY, TEXAS** (“**Owner**”) and **TERRACON CONSULTANTS, INC.** (“**Laboratory**”) is made effective the 18th day of December, 2018, (the “**Amendment**”), as follows:

WHEREAS, Laboratory and Owner executed the Professional Services Agreement for Construction Materials Testing and Laboratory Services, New Hidalgo County Courthouse, Project on September 25, 2018, in which the Laboratory agreed to provide construction materials testing and laboratory services for the New Hidalgo County Courthouse Project located in Edinburg, Texas (the “**Agreement**”);

WHEREAS, the Laboratory and Owner have agreed to modify Agreement Exhibit C – Work Authorization Form and Exhibit D – Amendment Form in form and with respect to the Owner’s Designated Representative; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Laboratory agree to the following Amendment to the Agreement.

1. Agreement Exhibit C – Work Authorization Form and Exhibit D – Amendment Form are, as of the date of this Amendment, revised in form and with respect to the Owner’s Designated Representative identified therein;
2. Such Exhibits C and D have been modified accordingly and are attached to this Amendment;
3. Except as modified by this Amendment, all terms and conditions of the Agreement and all its attachments and exhibits shall remain in full force and effect, and Laboratory and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

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

HIDALGO COUNTY, OWNER

TERRACON CONSULTANTS, INC.

Ramon Garcia, County Judge

By:

Its: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Attachments

Exhibit C - Work Authorization Form

Exhibit D - Amendment Form

EXHIBIT "C"
HIDALGO COUNTY
Laboratory and Testing Services
Work Authorization Form
Contract # 18-220-09-25
(Document Version December 18, 2018)

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement made by and between **Hidalgo County, Texas**, action herein by, through or authorized by the Commissioner's Court ("**Owner**") and **Terracon Consultants, Inc.**, a Delaware Corporation ("**Laboratory**"), dated ("**Agreement**") for the New Hidalgo County Courthouse Project ("**Project**").

PART 1. WORK DESCRIPTION

The purpose of this Work Authorization is for the Laboratory to provide under the Agreement Services, generally described as follows:

The specific scope of services to be provided by the Laboratory is identified in Work Authorization **EXHIBIT "A" - Scope of Services** attached hereto ("**Services**").

PART 2. PRICE

The lump sum price for all Services under this Work Authorization is \$ _____ ("**Price**"). This amount is based upon the lump sum price in the Proposal attached hereto **EXHIBIT "C" - Proposal** and includes any and all costs and expenses necessary to completely, properly and timely provide all Services of this Work Authorization.

PART 3. PAYMENT

Payment to the Laboratory for the Services established under this Work Authorization that have been completely, properly and timely provided shall be made in accordance with the terms of the Agreement and any specific additional payment terms in the Proposal to which the Owner agrees.

PART 4. FUNDING

This Work Authorization No. _____ shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

The Services shall be provided according to Work Authorization **EXHIBIT "B" - Work Schedule**. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon the proper completion of the Services, unless the Services are terminated earlier by the Owner made with or without cause.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

Laboratory shall be responsible for completely, properly and timely providing all Services. This Work Authorization and the Services are subject to all applicable terms and conditions of the Agreement. This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

The Program Manager for the Project has reviewed and recommends approval of this Work Authorization.

BY: _____
For: Jacobs Project Management Co. (Program Manager)

PART 8. LIMITATIONS, ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted and approved by Hidalgo County, Texas:

- a) Approval for Price greater than \$50,000.00: by Commissioners' Court on _____ as indicated below by signature of the County Judge; or
- b) Approval for Price of \$50,000.00 or less: by Owner's Designated Representative. The Owner's Designated Representative consists of the individuals, appointed respectively by the County Judge and County Commissioners, when acting jointly with a simple majority as authorized by and on behalf of the Owner, subject to all limitations on the Owner's Designated Representatives' authority as provided below. Any decision made by or act of the Owner's Designated Representative shall be in writing and signed by the designated individuals serving as members of the Owner's Designated Representative at the time of such decision or act signifying their joint agreement. Such individual members may be changed from time to time in the sole discretion of the County acting through the County Judge and County Commissioners by written notice. Such notice shall be comprised of a letter on the official County stationery of the County Judge or Commissioner, as applicable, stating: (A) that the County Judge's or such Commissioner's nominee to serve as a member of the Owner's Designated Representative is being changed, (B) the name and contact information of the new member, (C) the name of the member being replaced, and (D) the effective date of the change. Such notice shall be sent to all other members of the Commissioners' Court and the designated representatives of the Project Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

The Owner's Designated Representative shall not have authority to make decisions or act on behalf of the Owner for: (A) Approval of the final Schematic Design drawings;

(B) Approval of any additional funding to the Project in excess of the \$150,000,000 project budget; (C) Approval of any new contract in excess of \$50,000; (D) Approval of any Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders, Agreement Amendments or other expenditure in excess of \$50,000; (E) Approval of any Work Authorizations, Change Orders or Agreement Amendments increasing the Agreement or Project duration; and (F) Approval of final payments and contract close-outs. The Owner's Designated Representative has only such authority as duly granted by the Commissioners' Court of the Owner.

[Signature page follows.]

Effective Date: _____

THE LABOARATORY:
Terracon Consultants, Inc.

THE OWNER:
Hidalgo County, Texas
(by and through Owner's Designated Representative)
(\$50,000.00 or less)

By:

By:

By:

By:

By:

By:

ATTEST:

THE OWNER:
Hidalgo County, Texas
(by and through direct action of Commissioners' Court)
(more than \$50,000.00)

By: Arturo Guajardo, Jr., County Clerk

By: Richard Cortez, County Judge

LIST OF ATTACHMENTS TO WORK AUTHORIZATION

- EXHIBIT "A" - Scope of Services to be provided by the Laboratory
- EXHIBIT "B" - Work Schedule
- EXHIBIT "C" - Proposal

EXHIBIT "D"
Amendment Form

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CONSTRUCTION MATERIALS TESTING AND LABORATORY SERVICES
NEW HIDALGO COUNTY COURTHOUSE PROJECT

C-18- [REDACTED]

(Document Version December 18, 2018)

This **AMENDMENT** to the Professional Services Agreement for Construction Materials Testing and Laboratory Services, New Hidalgo County Courthouse Project, between **HIDALGO COUNTY, TEXAS ("Owner")** and **TERRACON CONSULTANTS, INC. ("Laboratory")** is made effective the ___ day of _____, ___, (the "**Amendment**"), as follows:

WHEREAS, Laboratory and Owner executed the Professional Services Agreement for Construction Materials Testing and Laboratory Services New Hidalgo County Courthouse Project on [REDACTED], 2018, in which the Laboratory agreed to provide construction materials testing and laboratory services for the New Hidalgo County Courthouse Project located in Edinburg, Texas (the "**Agreement**");

WHEREAS, the Laboratory and Owner have agreed to _____; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Laboratory agree to the following Amendment to the Agreement.

1. _____
2. Except as modified by this Amendment, all terms and conditions of the Agreement and all its attachments and exhibits shall remain in full force and effect, and Laboratory and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

LIMITATIONS, ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted and approved by Hidalgo County, Texas:

- a) Approval for Price greater than \$50,000.00: by Commissioners' Court on _____ as indicated below by signature of the County Judge; or

- b) Approval for Price of \$50,000.00 or less: by Owner's Designated Representative. The Owner's Designated Representative consists of the individuals, appointed respectively by the County Judge and County Commissioners, when acting jointly with a simple majority as authorized by and on behalf of the Owner, subject to all limitations on the Owner's Designated Representative's authority as provided below. Any decision made by or act of the Owner's Designated Representative shall be in writing and signed by the designated individuals serving as members of the Owner's Designated Representative at the time of such decision or act signifying their joint agreement. Such individual members may be changed from time to time in the sole discretion of the County acting through the County Judge and County Commissioners by written notice. Such notice shall be comprised of a letter on the official County stationery of the County Judge or Commissioner, as applicable, stating: (A) that the County Judge's or such Commissioner's nominee to serve as a member of the Owner's Designated Representative is being changed, (B) the name and contact information of the new member, (C) the name of the member being replaced, and (D) the effective date of the change. Such notice shall be sent to all other members of the Commissioners' Court and the designated representatives of the Project Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

The Owner's Designated Representative shall not have authority to make decisions or act on behalf of the Owner for: (A) Approval of the final Schematic Design drawings; (B) Approval of any additional funding to the Project in excess of the \$150,000,000 project budget; (C) Approval of any new contract in excess of \$50,000; (D) Approval of any Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders, Agreement Amendments or other expenditure in excess of \$50,000; (E) Approval of any Work Authorizations, Change Orders or Agreement Amendments increasing the Agreement or Project duration; and (F) Approval of final payments and contract close-outs. The Owner's Designated Representative has only such authority as duly granted by the Commissioners' Court of the Owner.

[Signature page follows.]

Effective Date: _____

THE LABORATORY:
Terracon Consultants, Inc.

THE OWNER:
Hidalgo County, Texas
(by and through Owner's Designated
Representative)
(\$50,000.00 or less)

By:

By:

By:

By:

By:

By:

ATTEST:

THE OWNER:
Hidalgo County, Texas
(by and through direct action of
Commissioners' Court)
(more than \$50,000.00)

By: Arturo Guajardo, Jr., County Clerk

By: Richard Cortez, County Judge