

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
C-20-687-12-29**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered the 9th day of February 2021, by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **Raba-Kistner, Inc.** (“Construction Material & Geotechnical Testing Services” “Engineer”).

WITNESSETH:

WHEREAS pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications from professional engineering firms to establish a yearly pool to provide **(On-Call) “Professional Engineering Services for Construction Material & Geotechnical Testing Services”** (the “Services”);

WHEREAS, on or about the 29th day of December 2020, the County and Engineer entered into an agreement (“Agreement”) after being pre-qualified from the established pool to provide Services for projects within **Hidalgo County Precinct No. 4**.

WHEREAS, it has become necessary to amend the agreement under section #2 to include the requirement of a “Work Authorization” to provide “Professional Engineering Services for Construction Material & Geotechnical Testing Services”; and

WHEREAS, County and Engineer now desire to amend the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Engineer for Construction Material & Geotechnical Testing Services hereby agree to the following amendment to the Agreement.

1. Section 2 of the Professional Service Agreement, is deleted in its entirety and the following shall be inserted in lieu thereof:

2. Construction Material & Geotechnical Testing firm hereby promises to review the project as presented by County (*on a per-project basis*) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifications"), a proposal. The proposal shall include, but not be limited to, the following: **(1)** fee structure for the project; **(2)** services included in the basic fee; **(3)** amount of, or basis for, compensation for additional services (*including additional services that may arise during the course of the project and cost of Construction Material & Geotechnical Testing Services firm's consultants*); and **(4)** cost for reimbursable expenses (collectively the "Construction Material & Geotechnical Testing Service's Proposal"); The County may enter into negotiations with the Engineer regarding the Engineering Services for Construction Material & Geotechnical Testing Service on a (*per Project Basis*) and should the parties reach an agreement, the Engineer will submit a **“Work Authorization”** to the County or its entity for approval and execution. The **Work Authorization** will detail the Engineer’s duties and responsibilities with respect to each specific project. Project Specific services to be provided by the engineer are detailed in the attached **Exhibit “C”, Services to be provided by Engineer**. However, if the parties are unsuccessful at coming to terms with any specific project, then the County may seek the services of other engineers.

Except as modified herein, all terms and conditions of the Agreement, remain in full force and effect. County and Engineer ratify and confirm the terms and provisions of the Agreement as amended herein.

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

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Richard F. Cortez, County Judge

**ENGINEER FOR CONSTRUCTION MATERIAL &
GEOTECHNICAL TESTING SERVICES:**
Raba-Kistner, Inc.

By: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By: _____
David R. Cantu, Assistant District Attorney