

EXHIBIT “E”
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION #1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-21-441-04-20

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Professional Services Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **GDJ ENGINEERING**, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 16th day of March 2021 concerning Professional Engineering Services for Projects in Precinct #4;

WHEREAS, on the 20th day of April, 2021, **Owner** authorized a Project Specific Work Authorization for Design of Beacon Lights for 10th Street (Chapin & Rogers);

WHEREAS, on the 1st day of June, 2021, **Owner** and the **Engineer** executed **Supplemental Agreement #1** to revise the project name to Design of Beacon Lights for the Intersections of 10th St/Chapin St and Depot Rd/Rogers Rd (hereinafter referred to as the “**Project**”); and,

WHEREAS, it has become necessary to amend the Work Authorization to:
Amend the scope and fee to include construction administration services needed for the construction of the project. The original work authorization amount of **\$24,362.00** is increased to **\$38,452.00**; therefore, the amount of Supplemental #2 is **\$14,090.00**

NOW THEREFORE, in consideration of the mutual covenants provided below, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. The scope and fee are amended to include construction administration services needed for the construction of the project (see attached).

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 _____, 2021.

**THE ENGINEER:
GDJ ENGINEERING**

BY: 

Robert Macheska, P.E., CFM, Exec. VP/COO

Address for Giving Notices:

2805 Fountain Plaza Blvd., Suite A

Edinburg, Texas 78539

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Richard F. Cortez, County Judge

LIST OF ATTACHMENTS

- Attachment B – Additional Scope Items
- Attachment D – Fee Estimate for Additional Scope Items

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

CONTROL: _____

PROJECT/DESCRIPTION: Construction Administration

LENGTH: 2 Intersections

HIGHWAY: 2 Intersections

LIMITS: At 10th St/Chapin and Depot Rd/Rogers Rd

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 for All Tasks)
- Signal/Beacon Design

ENGINEER shall mean GDJ Engineering.

COUNTY shall mean Hidalgo County.

LPA shall mean Hidalgo County.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION PHASE SERVICES

(Function Code 320)

The ENGINEER will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION:

1. In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the LPA and act as the LPA’s representative as provided in the General Condition of the Construction Contract.
2. The ENGINEER will coordinate and conduct a pre-construction conference (if required).
3. Defects and Deficiencies. The ENGINEER will use his best efforts to protect the LPA against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the LPA of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
4. Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the LPA for the preparation of the monthly and final estimates for payment to the Contractor.
5. The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - a. Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor’s progress and conformance to the construction contract plans and specifications.
 - b. Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor’s daily progress and conformance to TxDOT’s PS&E specifications.

MISCELLANEOUS TECHNICAL ACTIVITIES:

1. Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
2. Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
3. Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the LPA.

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

MEETINGS:

Meetings may be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

PROPOSAL TIME:

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539



"Attachment D" Fee Estimate

Hidalgo County Precinct #4: 10th Street Flashing Beacon Design - Fee Proposal Supplemental #2 to WA #1

<i>Flashing Beacon Design Fee Proposal - Hidalgo County Pct. #4: 10th St/Chapin Rd & Depot Rd/Rogers Rd</i>			MANHOURS						Total Hours	Total Line Item Cost
			Principal/Senior Project Manager	Project Manager	Agency Coordination/ Utility Manager	Project/Design Engineer	EIT	Engineering Tech		
TASK										
WA #1 - DESIGN										
1	Construction Administration & Inspection		2	4	16	72	8		4	\$ 12,910.00
2	Project Management		2	2	2	2			8	\$ 1,180.00
Total (WA #1)			4	6	18	74	8	0	4	\$ 14,090.00
Total Labor Hours			4	6	18	74	8	0	4	114
Contract Rate			\$ 185.00	\$ 160.00	\$ 120.00	\$ 125.00	\$ 95.00	\$ 82.00	\$ 55.00	
Total Labor Costs			\$ 740.00	\$ 960.00	\$ 2,160.00	\$ 9,250.00	\$ 760.00	\$ -	\$ 220.00	\$ 14,090.00

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

\$ -

GDJ Engineering Total Cost

\$ 14,090.00