

STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT No. 5
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 ___ day of December 2021 (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 (together with all of its exhibits, attachments, Work Authorizations and Amendments, the “**Agreement**”);

WHEREAS, the Laboratory and Owner have agreed to increase the scope of services and corresponding compensation to provide certain environmental services with respect to the existing Hidalgo County Courthouse that is to be demolished; 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. Laboratory agrees to provide certain environmental services described in the Proposal for Environmental Services dated December 8, 2021, addressed to Oscar Garcia of Jacobs Engineering, which is attached as Exhibit A (“Proposal”).
2. The lump sum costs for the timely and proper completion of the tasks described in the Proposal that the Owner chooses to have performed are stated on page 14 of the Proposal.
3. This Amendment excludes all terms and conditions stated in the Proposal, other than statements of scope of services and compensation, that purport to change or contradict any terms and conditions in the Agreement, and this provision expressly

excludes from this Amendment the terms and conditions under "Agreement for Services" on pages 17 and 18 of the Proposal.

4. Except as modified by this Amendment, all terms and conditions of the Agreement 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 Amendment 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.

By:

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

By:

By:

By:

By:

By:

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

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

By: Richard Cortez, County Judge