

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

C-20-184-01-12

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 **B2Z Engineering, LLC**, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement No. C-20-184-01-12** on or about the **12th day of January, 2021**, concerning Professional Engineering Services for Geotechnical & Construction Material Testing Services for Hidalgo County Health Department Testing/Bio Safety Laboratory;

WHEREAS, on the **16th day of February, 2021**, **Owner** authorized a Project Specific Work Authorization for performance of the Geotechnical Testing component of the Services for Hidalgo County Health Department Testing/Bio Safety Laboratory (hereinafter referred to as the “**Project**”); and,

WHEREAS, it has become necessary to amend the Agreement to clarify the termination date of January 11, 2022, and indicate that the Agreement is ongoing for the following reasons. When the initial Agreement was approved, Agenda Item No. 79029 (01/12/21) provided for performance of the Geotechnical testing services with the Construction Materials Testing component to be addressed/presented to the Commissioners Court after the design services are accepted and approved by the County. Both of these items have been completed and a Work Authorization will be presented to the Commissioners Court for the Construction Materials component of the services.

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

- I. Paragraph 3.1 of the **Agreement**, Termination Date, is revised to

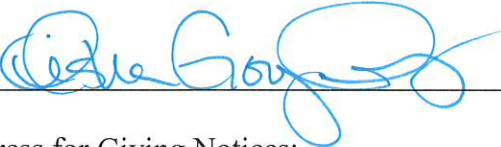
3.1 Termination Date. This Agreement commences on January 12, 2021, and shall continue until all Services subject to this Agreement are completed (hereinafter referred to as the “Termination Date”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer for Construction Material and Geotechnical Testing Services** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4

herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer for Construction Material and Geotechnical Testing Services** for work performed or costs incurred by the **Engineer for Construction Material and Geotechnical Testing Services** prior to the date authorized by the **Owner** for the **Engineer for Construction Material and Geotechnical Testing Services** to begin work, during periods when work is suspended, or subsequent to the Termination Date.

II. **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:
B2Z Engineering, LLC

BY:  _____

Address for Giving Notices:

900 S. Stewart Rd Suite 4
Mission, TX 78572

THE OWNER:
HIDALGO COUNTY

BY: _____
Richard F. Cortez, County Judge

LIST OF ATTACHMENTS

(as required)