

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SECOND AMENDMENT TO WORK AUTHORIZATION NO.1 OF ON-CALL
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
C-22-0698-01-01**

This **SECOND AMENDMENT** to Work Authorization No.1 is made pursuant to the terms and conditions of Article 15 of the On-Call Professional Engineering Services Agreement C-22-0698-01-01 (“Agreement”) by and between **The County of Hidalgo, Texas** (“County”) and **GDJ Engineering LLC**, (“Engineer”) (collectively “Parties”) this 19th day of September 2023, between the Parties, as follows:

WHEREAS, on or about May 2, 2023, the County entered into Work Authorization No.1 with the Engineer to provide Engineering design services for the construction and repavement of Sheriff’s Office Parking Lot (the “Services”), as described in the Work Authorization;

WHEREAS, it has become necessary to amend the existing “Attachment A - Scope of Services to be provided by the Engineer” of Work Authorization No. 1 to include Project Management and Construction Phase Services;

WHEREAS, it has become necessary to amend the existing “Attachment B - Fee Proposal” of Work Authorization No. 1 to increase the Work Authorization Amount of **\$54,055.00** to **\$60,730.00**; therefore, the amount of the Amendment is **\$6,675.00**;

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

- I. Sections of Work Authorization No.1, “Attachment A – Scope of Services to be provided by the Engineer” and “Attachment B – Fee Proposal”, are revised to include the above-listed modifications. The additional Scope of Services and Fee Proposal attached hereto reflect said additional services and fee and are hereby incorporated by reference for all purposes as part of Work Authorization No. 1, “Attachment A – Scope of Services to be provided by the Engineer” and “Attachment B – Fee Proposal”, respectively.
- II. All other provisions are unchanged and remain in full force and effect.

[Signature Page to Follow]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 19, 2023.

Agenda Item No. 92459

Executive Office: _____

ENGINEER:
GDJ Engineering, LLC

COUNTY:
COUNTY OF HIDALGO, TEXAS

Robert Macheska, P.E., CFM

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Robert Viña III, ADA

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS:

Attachment "A" – *Scope of Services to be provided by Engineer*

Attachment "B" – *Fee Proposal*

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: Project Management

LENGTH: Sheriff’s Parking Lot

HIGHWAY: N/A

LIMITS: At Sheriff’s Dept. Jail Parking Lot

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
- Parking Lot Improvements

ENGINEER shall mean GDJ Engineering.

COUNTY shall mean Hidalgo County.

LPA shall mean Hidalgo County.

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT MANAGEMENT

(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall meet and coordinate with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.

CONSTRUCTION PHASE SERVICES

(Function Code 320)

The ENGINEER will provide construction 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 BIDDING:

1. The ENGINEER will furnish the LPA the necessary copies of approved plans and specifications as prepared under PS&E.
2. The ENGINEER will assist the LPA on the recommendations to the Owner as to the proper action on the proposals received from the JOCs.

CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION:

3. 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.
4. The ENGINEER will coordinate and conduct a pre-construction conference (if required).
5. 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.
6. 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.
7. 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.

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

MISCELLANEOUS TECHNICAL ACTIVITIES:

8. Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9. 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.
10. 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.
11. As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The LPA will be furnished a pdf of the as built drawings.

ADDITIONAL RESONSIBILITIES

MEETINGS:

Meetings will 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.

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



"Exhibit D" Fee Estimate

Hidalgo County Sheriff's Department Parking Lot Project - Amendment #2

<i>Hidalgo Co. Sheriff's Dept. Parking Lot Project Amendment #2 - Jail Parking Lot</i>			MANHOURS					Total Hours	Total Line Item Cost
			Principal	Project/Const. Manager	Project/Design Engineer	EIT	Engineering Tech/Inspector		
TASK									
Hidalgo Co. Sheriff's Jail Parking Lot									
1	Project Management		2	4			6	\$ 1,362.00	
2	Construction Bid Review		1	2			2	\$ 599.00	
3	Construction Contract Administration & Inspection		2	8			22	\$ 3,284.00	
4	Miscellaneous Technical Activities			4			10	\$ 1,430.00	
Subtotal (Sheriff's Jail Parking Lot)			5	18	0	0	40	\$ 6,675.00	
Labor Hours			5	18	0	0	40	4	67
Contract Rate			\$ 185.00	\$ 125.00	\$ 138.00	\$ 95.00	\$ 82.00	\$ 55.00	
Total Labor Costs			\$ 925.00	\$ 2,250.00	\$ -	\$ -	\$ 3,280.00	\$ 220.00	\$ 6,675.00

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

\$ -

GDJ Engineering Total Cost

\$ 6,675.00