



**WHEREAS**, it has become necessary to amend EXHIBIT “D” of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to comply with the Texas Department of Transportation’s (TxDOT) request for completing two (2) sets of PS&E Plans for construction (reference EXHIBIT “H” – e-mail from TxDOT on 8/2/2010) thus requiring an increase in cost associated with completing two sets of Construction and Right-of-Way Plans for the following:

**Letting 9/12**

- a. 0669-01-043 FM 681 (from FM 681 N. to SH 107)
- b. 0862-01-902 FM 2221 (from 0.1 Miles W. of Moorefield Rd. to FM 681)

**Letting 9/13**

- a. 0862-01-037 FM 2221 (from SH 364 (La Homa) to 0.1 Miles W. of Moorefield Rd.)

**WHEREAS**, three (3) Revised Right-of-Way Agreement(s) (reference EXHIBIT(S) I, J and K) have been executed for the project thus necessitating clarification to EXHIBIT “B” – SERVICES TO BE PROVIDED BY THE ENGINEER.

**WHEREAS**, it has become necessary to amend EXHIBIT “D” of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to correct the Fee Schedule which erroneously added \$38,716.98 identified under “Phase II – RIGHT OF WAY COSTS as part of the Engineering cost.

**NOW, THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Section of the **Agreement**, EXHIBIT “B” – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT “D” – FEE SCHEDULE, is revised to reflect the above listed modifications of this Supplemental. The original amount of Work Authorization No. 1 does not increase or decrease; therefore, the amount of Supplemental No. 1 as detailed on EXHIBIT “D” – FEE SCHEDULE is **\$1,740,612.60**.

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement

No. 1 to be effective as of the \_\_\_ day of \_\_\_\_\_, 2010.

**ENGINEER:  
L&G CONSULTING ENGINEERS, INC.**

**BY:** \_\_\_\_\_  
Jacinto Garza P.E., President

**OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Rene Ramirez, County Judge

**ATTACHMENTS:**

- Exhibit B – Services to be provided by Engineer
- Exhibit D – Fee Schedule
- Exhibit H – E-Mail from TxDOT 8/2/2010
- Exhibit I – Right-of-Way Agreement CCSJ: 0669-01-043
- Exhibit J – Right-of-Way Agreement CCSJ: 0862-01-047
- Exhibit K – Right-of-Way Agreement CCSJ: 0862-01-037

**EXHIBIT "F"**  
**Supplemental Agreement Form**

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO.1  
TO WORK AUTHORIZATION NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
C-09-192A-06-08**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY**, hereinafter called the "**Owner**", and **L&G Consulting Engineers Inc**, professional engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 8TH day of June, 2009 concerning professional engineering services for "FM 2221/FM 492" from (FM 681 to SH 364) (including Right – of – Way Mapping and Right – of – Way Acquisition) for Hidalgo County Precinct No. 3 hereinafter referred to as the "Project"; and, executed Work Authorization No. 1 under said agreement on the 8th day of June 2009; and,

**WHEREAS**, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work for the Engineer to Provide Engineering Services required for the preparation of Right – of – Way Mapping, Surveying, Right – of – Way Acquisition Services and Roadway Design for the reconstruction of FM 2221/FM 492 from FM 681 to SH 364; and,

**WHEREAS**, it has become necessary to amend EXHIBIT “D” of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to comply with the Texas Department of Transportation’s (TxDOT) request for completing two (2) sets of PS&E Plans for construction (reference EXHIBIT “H” – e-mail from TxDOT on 8/2/2010) thus requiring an increase in cost associated with completing two sets of Construction and Right-of-Way Plans for the following:

**Letting 9/12**

- a. 0669-01-043 FM 681 (from FM 681 N. to SH 107)
- b. 0862-01-902 FM 2221 (from 0.1 Miles W. of Moorefield Rd. to FM 681)

**Letting 9/13**

- a. 0862-01-037 FM 2221 (from SH 364 (La Homa) to 0.1 Miles W. of Moorefield Rd.)

**WHEREAS**, three (3) Revised Right-of-Way Agreement(s) (reference EXHIBIT(S) I, J and K) have been executed for the project thus necessitating clarification to EXHIBIT “B” – SERVICES TO BE PROVIDED BY THE ENGINEER.

**WHEREAS**, it has become necessary to amend EXHIBIT “D” of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to correct the Fee Schedule which erroneously added \$18,283.02 identified under “Phase II – RIGHT OF WAY COSTS as part of the Engineering cost.

**NOW, THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Section of the **Agreement**, EXHIBIT “B” – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT “D” – FEE SCHEDULE, is revised to reflect the above listed modifications of this Supplemental. The original amount of Work Authorization No. 1 does not increase or decrease; therefore, the amount of Supplemental No. 1 as detailed on **EXHIBIT “D” – FEE SCHEDULE** is **\$875,185.40**.

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement

No. 1 to be effective as of the \_\_\_ day of \_\_\_\_\_, 2010.

**ENGINEER:**  
**L&G CONSULTING ENGINEERS, INC.**

**BY:** \_\_\_\_\_  
Jacinto Garza P.E., President

**OWNER:**  
**HIDALGO COUNTY**  
**BY:** \_\_\_\_\_  
Rene Ramirez, County Judge

**ATTACHMENTS:**

- Exhibit B – Services to be provided by Engineer
- Exhibit D – Fee Schedule
- Exhibit H – E-Mail from TxDOT 8/2/2010
- Exhibit I – Right-of-Way Agreement CCSJ: 0669-01-043
- Exhibit J – Right-of-Way Agreement CCSJ: 0862-01-047
- Exhibit K – Right-of-Way Agreement CCSJ: 0862-01-037