

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

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO.2  
TO WORK AUTHORIZATION NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
C-09-192-06-08**

**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 681" from (FM 2221 to SH 107) (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 is 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 681 from FM 2221 to SH 107; and,

**WHEREAS**, it has become necessary to amend “Exhibit B – Services to be provided by the Engineer” as follows (See Exhibit B – Revised for Details):

- The Consultant will provide updated appraisals and review appraisals in compliance with TxDOT policy and Senate Bill 18.
- The Consultant will provide original Field Notes and Parcel Sketches in conformance with TxDOT guidelines as outlined in Work Authorization No. 1.
- The Consultant will provide acquisition services to acquire the replacement parcel for the United Irrigation District utility adjustment.
- The Consultant will provide a Phase I Environmental Site Assessment for the United Irrigation District replacement parcel; and,

**WHEREAS**, it has become necessary to amend EXHIBIT “D” of Work Authorization No. 1, Section Part 2 of the Agreement, Estimated Cost, to increase original Work Authorization amount of \$1,740,612.60 to \$1,802,420.82; therefore the amount of Supplemental No. 2 is \$61,808.22.

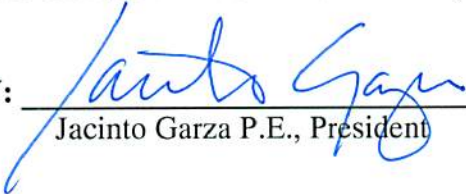
**NOW, THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Section of the **Agreement**, EXHIBIT “A” – SERVICES TO BE PROVIDED BY THE COUNTY, EXHIBIT “B” – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT “D” – FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

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

No. 2 to be effective as of the \_\_\_ day of \_\_\_\_\_, 2013.

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

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

**OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTACHMENTS:**

Exhibit A – Services to provided by the County--REVISED

Exhibit B – Services to be provided by Engineer--REVISED

Exhibit C – Work Schedule--OMITTED

Exhibit D – Fee Schedule--REVISED

**EXHIBIT "A"**  
**Services to be provided by the County**

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.
3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.
4. The County will process all acceptable requests for payment in a timely manner.
5. The County shall adhere to Article 6 of the Contract with respect to Payment.
6. The County shall allocate money for the Acquisition of Property in a "revolving account". These funds associated with actual land value will be reimbursed to the county in accordance with the TxDOT ROW agreement.

## **EXHIBIT "B"**

### **Services to be Provided by the Consultant**

#### **I. RIGHT-OF WAY FUNCTION**

The work to be performed by the Consultant under this Contract shall consist of Providing Engineering Services required for the coordination with County for Right-of-Way Acquisition Services for the subject project.

The Consultant will perform all work efforts in accordance with the applicable/current requirements of Hidalgo County.

*Right of Entry:* It will be the responsibility of the Consultant to secure permission to enter private property for purposes of Engineering investigations. The Consultant will contact the property owner prior to any entry onto the owner's property.

The Consultant will be required to prepare and submit a formal (typewritten) progress report with a project schedule on a monthly basis.

Assist Precinct #3 in completing the Work Authorization and identifying the scope of work.

Coordinate with County on Progress of Estimates as to how it affects the acquisition of ROW specifically all of the compensable utilities.

Attend Precinct #3 meetings on a bi-weekly basis for the project update.

Refine the cost for the monetary participation by the County for acquisition of the ROW costs.

Coordinate with the United Irrigation District.

Coordinate with the County to set up a Temporary Account for payment and reimbursements of funds used to pay parcel.

Establish an acceptable process with Precinct No. 3 for Coordination between the Title Company, the County Auditor's Office, & the County Clerk's Office.

The Consultant will provide original Field Notes and Parcel Sketches in conformance with TxDOT guidelines as outlined in Work Authorization No. 1.

The Consultant will review the Parcel Sketches for completeness to acquire the needed land for the proposed replacement parcel and coordinate with County on changes. This review includes identifying any easements that will affect the land to be acquired.

Prepare monthly meeting (Agenda/packets) for biweekly meetings with the County on progress of the project.

The Consultant will provide updated appraisals and review appraisals in compliance with TxDOT policy and Senate Bill 18.

## Services to be Provided by the Acquisition Provider

### 1) Project Administration

- a) **Negotiation of Scope of Services for Work Authorization**
  - i) **Acquisition Provider will visit project site with County and District Personnel if necessary.**
- b) **Project Presence at L&G Consulting Office Headquarters**
  - i) **Full Project Office**
    - (1) **No Joint Use of TxDOT facilities**
    - (2) **Open during normal state work hours**
    - (3) **Personnel available to answer questions**
    - (4) **Availability of Project Files**
    - (5) **At least one office staff member is required to be a current commissioned notary public.**
- c) **Overhead Costs**
  - i) **Administrative costs**
- d) **Communication**
  - i) **Provide monthly progress reports with invoice.**
  - ii) **Participate in project review meetings as determined by the County.**
  - iii) **Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.**
- e) **File Management**
  - i) **Project and parcel files will be kept in the Precinct Office. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the Precinct office as they are generated or received by the Acquisition Provider.**
  - ii) **Prepare warrant transmittal request utilizing standard payment submissions forms with supporting documentation.**
  - iii) **Maintain records of all payments including warrant number, amount, and date paid, etc.**
  - iv) **Provide copies of all incoming and outgoing correspondence as generated if requested by district at provider conference.**
  - v) **Maintain copies of all correspondence and contacts with property owners.**

### 2) Title Services

- a) **Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.**

- b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.
- c) Secure title insurance for all parcels acquired, insuring acceptable title to Precinct. Written approval by Precinct required for any exception. **Cost of title insurance policies will be reimbursed by the Precinct upon proper billing by the Title Company to the County or L & G Consulting.**

### 3) Appraisal

- a) Appraiser must be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
- b) Secure written permission from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from County. Maintain permission letters with appraisal reports.
- c) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable TxDOT forms.
- d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5, ROW-A-6, ROW-A-7, ROW-A-8 as applicable. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- f) As necessary, prepare written notification to County of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
- g) All completed appraisals will be administratively reviewed by the County and recommended for approval by the County Consultant.
- h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.
- i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
- j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract.

#### 4) Appraisal Review

- a) Review Appraiser shall be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
- b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT policies and procedures and the Uniform Standards of Professional Appraisal Practices.
- c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.
- d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract.

#### 5) Appraisal Updates

- a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- b) As necessary, prepare written notification to County of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by the County Office and recommended for approval by the County Consultant or his/her assigns.
- c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.
- d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract.
- e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

#### 6) Negotiation, Tasks, and Fees

- a) Analyze appraisal and appraisal review reports and confirm County's approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

- c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County on applicable TxDOT forms.
- d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- f) Respond to property owner inquiries verbally and in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel per contact on TxDOT form D-15-94.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with TxDOT policy and procedures.
- j) Prepare final offer letter, documents of conveyance as necessary.
- k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
- l) Meet at the L&G Consulting office in Mercedes once per week as agreed upon with the Right of Way Acquisition Manager/Administrator.
- m) Provide a monthly progress report per parcel by the 25<sup>th</sup> of the month with invoice. L&G Consulting will pay negotiator within twenty (20) working days.
- n) An L&G Consulting staff negotiator will be attending negotiation meetings on an occasional basis.
- o) The negotiator shall be available for any meeting/hearings as requested by the County Attorney.
- p) The County will require its acquisition consultant provider to provide the land owner or its agent with a "Property Owner's Survey" form at the consummation of transaction. Furthermore, the provider will also obtain a "Receipt of Acknowledgement" signed by the landowner and the acquisition negotiator as to its delivery date. This form is to be provided by TxDOT; both in English and Spanish. Survey and acknowledgement to be in the County's parcel file.

7) Closing Service Fees

- a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.
- b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
- c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the Commission prior to recording.

9) Condemnation Support

- a) Pre-Hearing Support
  - i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
  - ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by TxDOT if applicable
  - iii) Use the information from the Title Commitment to join all interested parties on the form RTE-49. Spouses of owners must also be joined.
  - iv) Upon completion of the form in RTE-49, prepare a packet containing 2 copies each of the following documents: RTE-49 form, Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Precinct #1 Office for submission to the County Attorney's office.
  - v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
  - vi) Upon receipt of packet prepared by the County Selected Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
  - vii) The County shall file the Lis Pendens including the cause number with the County Clerk's Office.
  - viii) Upon assignment of a court, the County shall file the Order Appointing

Commissioners with the judge retaining a copy of the Order for the files.

- ix) Following appointment of Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
  - x) The County shall file all originals with the court and send copies marked "copy" to L & G Consulting.
  - xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
  - xii) The County Attorney shall set the Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will make a revised offer and a final offer letter and submit a copy of the final offer letter.
  - xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.
  - xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
  - xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to Hidalgo County Precinct #3 offices.
  - xvi) The County's Selected Attorney shall send a reminder letter 2-3 weeks in advance to the Hidalgo County Precinct #3 offices, Acquisition Provider, three commissioners, court reporter, and TxDOT concerning Hearing dates.
- d) Post Hearing Support (by County Attorney)
- i) For the hearing, prepare Form RTE 73 and commissioners time sheets. Submit Form RTE-73 to Hidalgo County Precinct #3 office.
  - ii) Obtain the signatures of Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
  - iii) Give timesheets to Judge. The amount paid to the Commissioners is determined by the Judge.
  - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the Hidalgo County Precinct #3 with the Title Commitment to request the warrant in the amount of the Commissioners Award.
  - v) Send the Title Commitment and the Award to Hidalgo County Precinct #3 Office, along with individual commissioner's billing requesting the payment for their fees.
  - vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

- vii) Take photograph of the interest to be acquired on the day of deposit for relocation verification.
- viii) Send written notices of the date of deposit to the Hidalgo County Precinct #3 office and all interested parties.
- ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
- x) All acquisition negotiations file indicating all “due diligence” provided by the Acquisition Provider will be directed to the County Attorney’s office for his further handling in accordance to the Eminent Domain process by the County of Hidalgo.

## **II. PHASE I ENVIRONMENTAL SITE ASSESMENT (ESA)**

The work to be furnished by the **Engineer** under this work authorization is to provide a **Phase I Environmental Site Assessment (ESA) for a Property in rural Hidalgo County, Texas** along FM 681 known as the **Project**. This report will include the tasks listed in detail below.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Owner**.

The **Engineer** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **EXHIBIT “C”**.

The **Engineer** shall provide the following services required for the **Project**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with Hidalgo County on this project.

Specific activities to be performed by the **Engineer** include the following:

### **SCOPE OF WORK**

L&G’s approach for performing the Phase I ESA consists of three tasks: first, a review of the public record and an examination of the history of the property; second, an on-site investigation of the property; and third, preparation of a final report summarizing the findings and recommendations of the assessment. The main focus of this site assessment will be to determine if there are any chemical constituents or hazardous materials on the property L&G will use the American Society for Testing and Materials (ASTM) Publication E 1527-00 as technical guidance for the ESA.

#### **Task 1.0      Compilation and Review of Public Records**

This task serves to identify evidence in the public record of activities that may have resulted or could result in contamination or deposition of hazardous materials on the site. Activities to be conducted by L&G include:

- Performance of a detailed visual reconnaissance of every section of the site and adjacent properties to observe any signs that may indicate environmental concerns on the site.

- Compilation and review of pertinent public records (e.g., Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, Texas Railroad Commission) regarding past, present and pending enforcement actions and/or investigations at the site and on the adjoining sites.

### **Task 2.0 Site Reconnaissance**

A site reconnaissance will be performed to inspect for evidence of past and/or current presence of hazardous materials on the site and adjoining sites. In addition, L&G will evaluate any factors in the review of the public record that might be indicative of activities that resulted in hazardous materials being used or deposited on the site or that could result in contamination of the site. The site reconnaissance will include:

- Performance of a detailed visual reconnaissance of every section of the site and adjacent property to observe any signs which may indicate the presence of contaminants on the property and contaminant pathways to the property.
- Photographic documentation of all indicative features.

### **Task 3.0 Report Preparation**

Upon completion of the above tasks, L&G will provide you with a written report documenting the Phase I findings. Unless directed otherwise, you will be the only recipient of our report, and no copies will be distributed without your prior approval.

#### **Deliverables:**

A Phase I Environmental Site Assessment Report

**SUPPLEMENTAL NO. 2 TO WORK AUTHORIZATION NO. 1**

**EXHIBIT D-1**

PROJECT FEE SCHEDULE AND ESTIMATED MANHOURLY BREAKDOWN

FM 681  
from FM 2221 TO SH 107

	MANHOURS											TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	Environmental Scientist /Specialist	Engineer Tech	CADD Operator/ GIS Analyst	Admin / Clerical	Biologist				
<b>CONTRACT RATE</b>	204.11	168.09	117.06	129.07	108.06	75.04	72.04	63.03	54.03	48.03				
<b>SUPPLEMENTAL NO. 2 TO WORK AUTH. NO. 1</b>														
<b>FC 120 - Environmental</b>														
Phase I Environmental Site Assessment (UID Parcel)	20			16		42		6	8			92	\$ 10,109.42	
<b>FC 130 - ROW Parcel Sketches &amp; Field Notes</b>														
See D-1a (UID Parcel)	20												\$ 3,310.00 \$ 4,082.20	
<b>FC 130 - ROW Parcel Sketches &amp; Field Notes</b>														
See D-1b (Outfall Parcel)	20												\$ 1,500.00 \$ 4,082.20	
<b>FC 600 - Appraisal &amp; Appraisal Review</b>														
See D-1c (SB 18 Revisions)	20												\$ 16,000.00 \$ 4,082.20	
<b>FC 600 - ROW Acquisition Services</b>														
See D-1d (UID Parcel)	20												\$ 13,550.00 \$ 4,082.20	
<b>SUB-TOTAL</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>42</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>92</b>	<b>\$ 34,360.00</b>	<b>\$ 26,438.22</b>	

Subtotal Manhour Fee with Sub-Consultant Costs	\$ 60,798.22
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**DIRECT EXPENSES:**

Printing Reproduction	\$ 250.00
Travel (200 mile @ \$0.55/mile)	\$ 110.00
Truck Use in Field (1 Day)	\$ 150.00
Data Search	\$ 500.00

Subtotal Direct Expenses Costs: \$ 1,010.00

<b>Total Project Fee:</b>	<b>\$ 61,808.22</b>
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**Javier Hinojosa Engineering**

**Invoice No. 12107**

**416 E. Dove Avenue**

**McAllen, TX 78504**

**956/668-1588 Fax: 956/994-8102**

**INVOICE**

<b>Customer</b>	
Name: L & G Engineering Address: 2100 W. Expressway 83 City: Mercedes State: Texas Zip: 78570 Attn: Mr. Jacinto Garza, P.E.	Date: November 14, 2012  Project: Section 2 (FM 681 Project) FM 2221/FM 492 from FM 2221 to SH 107

**Description**

**Contract No. C-09-192-06-08**

Additional Surveying services completed for preparation of Right of Way Parcel Maps, Metes and Bounds Descriptions and strip map for Lot 49-5 West Addition to Sharyland Subdivision.

**Amount Due This Invoice:**

**\$3,310.00**

<b>Office Use Only</b>

***We Appreciate Your Business.***

Supplemental Agreement #2 For Work Authorization #1

Exhibit "D-1b"

**Javier Hinojosa Engineering**  
416 E. Dove Avenue  
McAllen, TX 78504  
956/668-1588 Fax: 956/994-8102

Invoice No. 12099

**INVOICE**

<b>Customer</b>	
Name: L & G Engineering Address: 2100 W. Expressway 83 City: Mercedes State: Texas Zip: 78570 Attn: Mr. Jacinto Garza, P.E.	Date: November 14, 2012  Project: Section 2 (FM 681 Project) FM 2221/FM 492 from FM 2221 to SH 107

<b>Description</b>
<u>Contract No. C-09-192-06-08</u>  Right of Way Survey of proposed 85' Drainage Easement out of United Irrigation District Canal Right of Way out of Lots 46-1 and 47-1 West Addition to Sharyland Subdivision.

<b>Amount Due This Invoice:</b>	<b>\$1,500.00</b>
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<b>Office Use Only</b>

*We Appreciate Your Business.*

## Supplemental Agreement No. 2 to Work Authorization No. 1

### EXHIBIT "D-1c"

#### FEE SCHEDULE - L&G ENGINEERING'S APPRAISAL & APPRAISAL REVIEW (SB 18 REVISIONS)

FM 681

Limits: From FM 2221 to SH 107

CSJ:0669-01-043

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

#### RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/Business)	Grand Total of Task
53 parcels	\$5,094.34	\$600.00	\$2,700.00	\$800.00		\$3,500.00	\$200.00		
<b>Sub Total of Tasks</b>	\$270,000.00	\$31,800.00	\$143,100.00	\$42,400.00	\$9,500.00 *	\$185,500.00	\$10,600.00	\$12,000.00	<b>\$704,900.00</b>
<b>*** Supplemental Request</b>				20 parcels @ \$200.00 ea	40 parcels @ \$300.00 ea				<b>\$16,000.00</b>

(\*) Appraisal Updates estimated at 35% of 53 parcels (19) at \$500.00 each.

(\*\*) Relocation assistance cost is for providing support data to TxDOT (Estimated 8 Relocations), so that TxDOT can perform the Relocation task.

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

(\*\*\*) Supplemental being requested to pay for additional Appraisal Reviews and Appraisals for SB 18 and Updates.

#### L&G Engineering Direct Expenses

	Unit	Rate	Qty	Total
Auto Mileage	MI	\$0.55	2717	\$1,494
Reproduction Costs	EA	\$0.20	6792	\$1,358
<b>Total Direct Expenses</b>				<b>\$2,853</b>
<b>TOTAL L &amp; G ENGINEERING PROJECT COSTS</b>				<b>\$723,752.83</b>

\*\*\* Appraisal Review = 20 Parcels @ \$200.00 ea = \$4,000.00  
 Appraisal Update = 40 Parcels @ \$300.00 ea = \$12,000.00  
 Total Request = \$16,000.00

Hidalgo County Pct. No. 3 / L&G Engineering  
 FM 681 (FM 2221 to SH 107) C-09-192-06-08  
 Supplemental Agreement No. 1 to WA No. 1- Exhibit "F"

**Supplemental Breakdown**  
**FM 681 "Exhibit D-1c"**  
**Contract C-09-192-06-08**

<b>HLH Appraisal Services</b>	<b>Contract C-09-192-06-08</b>	<b>FM 681</b>
Parcel Nos.	Review Updates	
30, 31, 32, 33, 35, 40, 41, 42, 49, 52A, 52B, 53, 56, 57, 59, 60, 61, 62, 73 & 77	20 Parcels @ \$ 200.00 ea.	\$4,000.00



<b>Leonel Garza, Jr. &amp; Assoc.</b>	<b>Contract C-09-192-06-08</b>	<b>FM 681</b>
Parcel Nos.	SB 18 Updates	
30, 31, 32, 33, 35, 36, 37, 40, 41, 45, 46, 47, 48, 49, 50, 52, 53, 54, 55A, 55B, 56, 58, 59, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 & 77	40 Parcels @ \$300.00 ea.	\$12,000.00

**Total = \$16,000.00**

# Invoice



Leonel Garza Jr. & Associates, LLC  
 1419 Dove Ste. 1  
 McAllen, TX 78504  
 Phone # 956-687-7295

TIN# 74-2948770

Date	Invoice #
8/30/2011	1767

L & G Engineering  
 c/o Fred Herrera & Luana Gonzalez  
 900 S. Stewart Road Ste 9  
 Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1470	FM 681 Parcel 30 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1471	FM 681 Parcel 31 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1472	FM 681 Parcel 32 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1473	FM 681 Parcel 33 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1475	FM 681 Parcel 35 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1476	FM 681 Parcel 36 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1477	FM 681 Parcel 37 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1480	FM 681 Parcel 40 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1481	FM 681 Parcel 41 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1485	FM 681 Parcel 45 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1486	FM 681 Parcel 46 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1487	FM 681 Parcel 47 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

**Total**

# Invoice



Leonel Garza Jr. & Associates, LLC  
 1419 Dove Ste. 1  
 McAllen, TX 78504  
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TIN# 74-2948770

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8/30/2011	1767

L & G Engineering  
 c/o Fred Herrera & Luana Gonzalez  
 900 S. Stewart Road Ste 9  
 Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1488	FM 681 Parcel 48 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1489	FM 681 Parcel 49 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1490	FM 681 Parcel 50 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1492	FM 681 Parcel 52 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1493	FM 681 Parcel 53 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1494	FM 681 Parcel 54 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1495	FM 681 Parcel 55 A Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1495	FM 681 Parcel 55 B Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1496	FM 681 Parcel 56 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1498	FM 681 Parcel 58 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1499	FM 681 Parcel 59 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1500	FM 681 Parcel 60 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

**Total**



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 McAllen, TX 78504  
 Phone # 956-687-7295

TIN# 74-2948770

# Invoice

Date	Invoice #
8/30/2011	1767

L & G Engineering  
 c/o Fred Herrera & Luana Gonzalez  
 900 S. Stewart Road Ste 9  
 Mission, Texas 78572

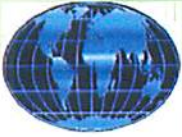
P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1501	FM 681 Parcel 61 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1502	FM 681 Parcel 62 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1504	FM 681 Parcel 64 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1505	FM 681 Parcel 65 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1506	FM 681 Parcel 66 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1507	FM 681 Parcel 67 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1508	FM 681 Parcel 68 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1509	FM 681 Parcel 69 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1510	FM 681 Parcel 70 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1511	FM 681 Parcel 71 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1512	FM 681 Parcel 72 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1513	FM 681 Parcel 73 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

**Total**

# Invoice



Leonel Garza Jr. & Associates, LLC  
 1419 Dove Ste. 1  
 McAllen, TX 78504  
 Phone # 956-687-7295

TIN# 74-2948770

Date	Invoice #
8/30/2011	1767

L & G Engineering  
 c/o Fred Herrera & Luana Gonzalez  
 900 S. Stewart Road Ste 9  
 Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1514	FM 681 Parcel 74 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1515	FM 681 Parcel 75 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1516	FM 681 Parcel 76 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1517	FM 681 Parcel 77 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
All work is complete!				<b>Total</b>	\$12,000.00

EXHIBIT "D-1c"

**HLH APPRAISAL SERVICES**  
Specializing in Appraisal Review of Road and Drainage Projects

**UPDATES INVOICE NO. 1**  
**SEPTEMBER 10, 2012**

ITEMIZED BILLING STATEMENT FOR UPDATED APPRAISAL REVIEWS WORK PERFORMED ON FM 681 PROJECT, RCSJ 0669-01-052, HIDALGO COUNTY, TEXAS.

THE BILLING IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF OF CONTRACT AGREEMENT EXECUTED ON AUGUST 3, 2010 AND WORK AUTHORIZATION NO. 2 EXECUTED ON SEPTEMBER 21, 2010 BETWEEN L & G ENGINEERING ("Engineer") AND HLH APPRAISAL SERVICES, ("CONSULTANT")

Parcel No. 30 -	200.00
Parcel No. 31-	200.00
Parcel No. 32-	200.00
Parcel No. 33-	200.00
Parcel No. 35-	200.00
Parcel No. 40-	200.00
Parcel No. 41-	200.00
Parcel No. 42-	200.00
Parcel No. 49-	200.00
Parcel No. 52A-	200.00
Parcel No. 52B-	200.00
Parcel No. 53-	200.00
Parcel No. 56-	200.00
Parcel No. 57	200.00
Parcel No. 59 -	200.00
Parcel No. 60 -	200.00
Parcel No. 61-	200.00
Parcel No. 62-	200.00
Parcel No. 73-	200.00
Parcel No. 77-	<u>200.00</u>
	\$4,000.00

Twenty (20) parcels at \$200.00 per  
parcel totals \$4,000.00

  
Harvey L. Heerssen – Review Appraiser  
Tx. State Certified General Real Estate Appraiser  
No. TX-1327190-G  
6107 Aberton Forest Drive  
Houston, Tx. 77084

9-10-12  
Date

# Supplemental Agreement #2 for Work Authorization #1

## EXHIBIT "D-1d"

### FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

#### UNITED IRRIGATION DISTRICT

FM 681: Right of Way Acquisition Services for FM 681-FM 2221 Proposed Right-Of-Way out of Lot 49-5, West Addition to Sharyland Subdivision, Hidalgo County, Texas, Land Owner: Francisco Tijerina, Doc #384476

Services to be Provided by L&G Engineering

This is a lump sum cost proposal.

#### RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Total Cost to Acquire 1 Parcel*	Grand Total of Task
1	\$13,550.00	
		<b>\$, 13,550.00</b>

\* Cost includes condemnation support, if needed.