

EXHIBIT “F”
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 3
TO WORK AUTHORIZATION NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-12-126-10-16**

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the “**Owner**”, and **L&G ENGINEERING**, professional engineers of Mercedes, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 16th day of October 2012, concerning professional engineering services for the “**10th Street Expansion**” project from SH 107 to FM 1925 for the preparation of PS&E hereinafter referred to as the “**Project**”; and,

WHEREAS, it has become necessary to amend “*Exhibit B – Services to be provided by the Engineer*” of Work Authorization No. 2, Article 2 of the Agreement – Scope of Work as identified below:

- (1) Provide Compensable Utility Management Oversight for the 10th Street Extension Project from SH 107 to FM 1925.

WHEREAS, it has become necessary to revise the “*Exhibit C – Work Schedule*” of Work Authorization No. 2, Article 2, 2.3 of the Agreement – Work Schedule to include the correct amount of parcels to be acquired; and,

WHEREAS, it has become necessary to amend “*Exhibit D-1 – Project Estimated Fee Schedule*” of Work Authorization No. 2, Part 2 of the Agreement – Estimated Cost, to increase the original Work Authorization amount of **\$2,100,398.60** to **\$2,235,398.60**; therefore the amount of **Supplemental No. 3 is \$135,000.00.**

A. AGREEMENT

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

- I. Sections of the Agreement, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER, EXHIBIT "C" – WORK SCHEDULE and EXHIBIT "D-1" – PROJECT ESTIMATED FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

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 _____, 2015.

**THE ENGINEER:
ENGINEER**

BY:  _____
Jacinto Garza, P.E., President

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS:

- EXHIBIT A – "Services to be provided by County"
EXHIBIT B – "Services to be provided by Engineer"
EXHIBIT C – "Work Schedule"
EXHIBIT D-1 – "Project Estimated Fee Schedule"

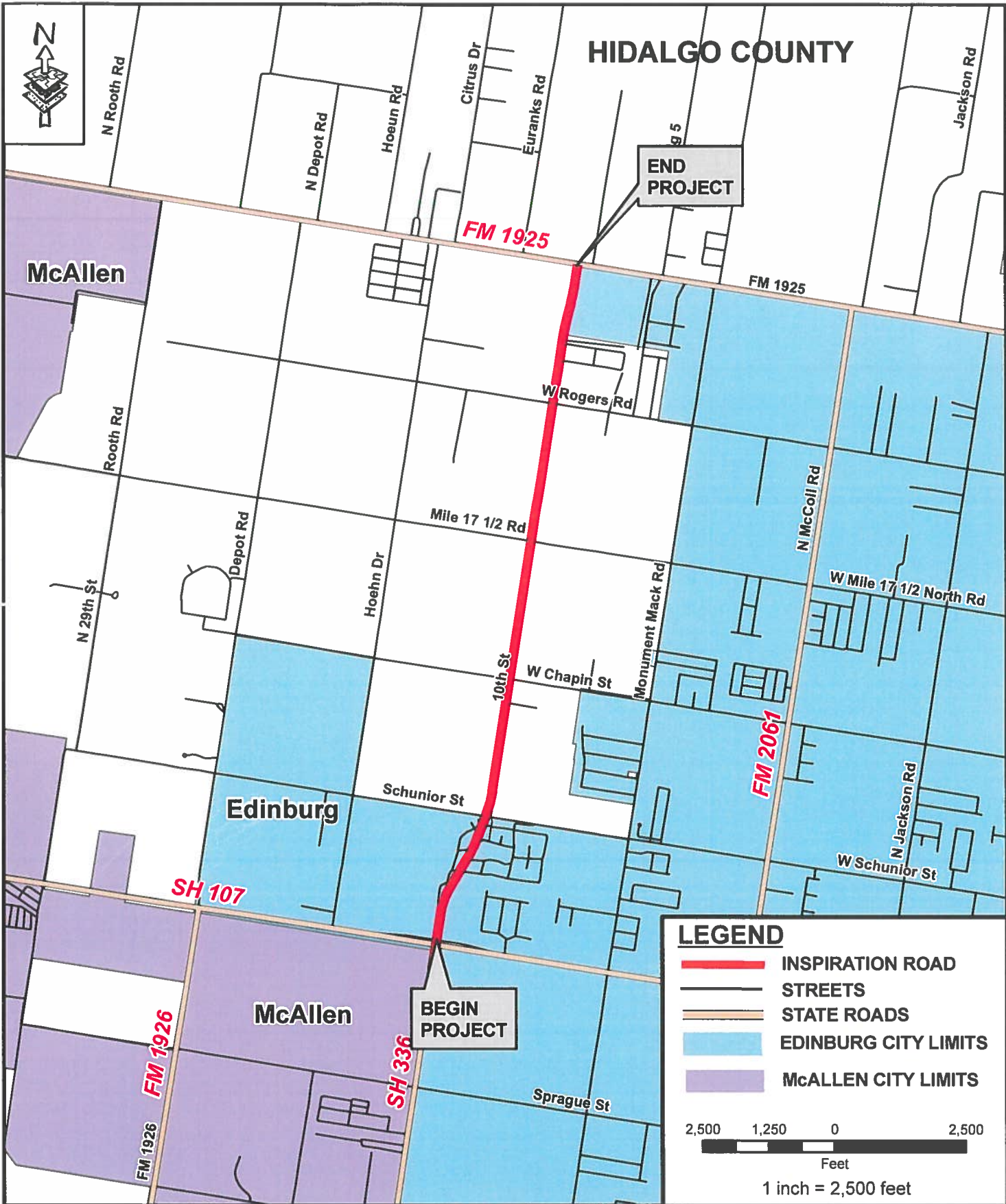


EXHIBIT A
10TH STREET EXTENSION
LOCATION MAP
 FROM SH 107 TO FM 1925 (MONTE CRISTO RD)
 APPROX. PROJECT LENGTH 2.5 MILES



L & G Engineering
 Transportation Consulting Engineers

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.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-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: Compensable Utility Management

LENGTH: 2.5 MILES

HIGHWAY: 10th Street Project

LIMITS: from SH 107 to FM 1925

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
- Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 64 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services
Provided By:
ENGINEER COUNTY

1) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | a) Preliminary Design Consultations |
| | | i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers. |
| <u>YES</u> | <u>NO</u> | b) Field Observations and Verifications |
| | | i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service. |
| <u>YES</u> | <u>NO</u> | c) Exchange of Information with Utility Providers |
| | | i) Provide project schedule. |
| | | ii) Request schedules for utility adjustments. |
| | | iii) Identify who is responsible for utility process. |
| <u>YES</u> | <u>NO</u> | d) Confirmation of Property Interests |
| | | i) Request Documents. |
| | | ii) Coordination of data on maps and citation of property interest documents. |
| | | iii) Confirm utilities are within easements. |
| <u>YES</u> | <u>NO</u> | e) Coordination of Agreements |
| | | i) Identify utilities that are compensable. |
| | | ii) Determine parties and agreements necessary to complete compensable process. |
| | | iii) Coordinate execution and processing of Standard Utility Agreements. |
| <u>YES</u> | <u>NO</u> | f) Utility Meetings throughout project development |
| | | i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases. |
| | | ii) Attend and participate in meetings by other parties. |

2) PAYMENT SCHEDULE

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | a) Project Administration |
| | | i) Payment and Milestones |
| | | (a) Full Project Office |
| | | (1) Lump Sum Basis (assume 1 year project presence) |
| | | (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services. |
| | | (3) Remainder paid out in equal monthly installments of 15% starting the following month. |
| | | (4) Monthly billing to COUNTY OF HIDALGO will be required. |

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- b) Title Services
 - ii) Payment
 - (a) Per Parcel basis.
 - iii) Milestones
 - (a) 100% upon securing initial title commitment.
- c) Appraisal Services
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% paid upon delivery of complete and acceptable appraisal report
- d) Appraisal Review
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon submission of ROW-A-10
- e) Appraisal Update
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon delivery of complete and acceptable appraisal update.
- f) Negotiation, Task, and Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 80% upon presentation of initial offer.
 - (b) 20% upon successful negotiation and all instruments are recorded.
- g) Closing Service Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon recordation of instrument of conveyance.
- h) Relocation Assistance
 - i) Payment
 - (a) Per Relocation
 - ii) Milestones
 - (a) 100% upon issuance of 90-day vacancy letter.
- i) Compensable Utilities
 - i) Payment
 - (a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

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 COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

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 COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

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 the services to be provided under this agreement out of their office or offices listed below:

<u>Service</u>	<u>Office Location</u>
Compensable Utility Management Oversight	Mission Office

The work effort will be managed out of the Mercedes
office located at 2100 West Expressway 83,
(Address)
Mercedes, Texas.
(City) (State)

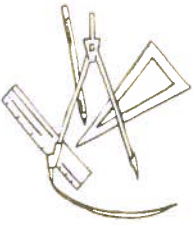
EXHIBIT D-1
PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

10TH STREET EXTENSION PROJECT

	MANHOURS										TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Right-of-Way Administrator	Senior Engineer Tech	Engineer Tech	CADD Operator	Admin / Clerical				
CONTRACT RATE	205.89	171.57	122.96	108.66	100.14	71.49	68.63	60.05	51.47				
SUPPL. NO. 3 TO WA NO. 2													
PHASE II - Compensable Utility Management													
1 Compensable Utility Management Oversight	100		150		907				100		1257	\$	135,000.00
SUB-TOTAL	100	0	150	0	907	0	0	0	100	0	1257	\$	135,000.00

Subtotal Manhour Fee with Sub-Consultant Costs: \$ 135,000.00

Total Project Fee: \$ 135,000.00



November 13, 2015

The Honorable Joseph Palacios
Commissioner, Hidalgo County Pct. No. 4
1051 N. Doolittle Road
Edinburg, Texas 78539

**RE: Supplemental No. 3 to Work Authorization No. 2
10th Street Extension Project
C-12-126-10-16**

Dear Commissioner Palacios:

L&G Engineering respectfully requests your approval of Supplemental No. 3 to Work Authorization No. 2 for the 10th Street Extension Project. This Work Authorization is to perform the Engineering Services required for the Phase III- Compensable Utility Management Oversight of this project.

Therefore, attached you will find the following in duplicate:

- 1.) Two signed originals of Supplemental No. 3 to Work Authorizations No. 2 with the following attachments:
 - Project Location Map
 - Exhibit A "Services to be provided by the Owner"
 - Exhibit B "Services to be provided by the Engineer"
 - Exhibit C "Work Schedule"
 - Exhibit D-1 "Estimated Project Fee Schedule and Man-hour Breakdown"

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,
L&G ENGINEERING


Robert Macheska, P.E.
Project Engineer

Attachments