

EXHIBIT "F"

**CONTRACT NO. C-08-227-02-09
SUPPLEMENTAL AGREEMENT NO. 4**

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work

The purpose of this Supplemental Agreement to Contract No. C-08-227-02-09 is to add services as additional scope of services as indicated in **EXHIBIT "B4", SUPPLEMENTAL AGREEMENT NO. 4 -Additional Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. Estimated Cost

The estimated cost for services will be addressed under specific Work Authorization.

PART 3. Payment

Compensation and payment to the **Engineer** for the services established under approved Work Authorization and shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding

Funding will be identified with approved Work Authorization

PART 5. Period of Service

Period of Service will be determined under approved Work Authorization.

PART 6. Responsibilities and Obligations

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acknowledgement and Confirmation

Acknowledgement and Confirmation by **Hidalgo County Precinct #1, Commissioner A. C. Cuellar** as to content and detail of this Supplemental Agreement No. 1 to Contract C-08-227-02-09.

HIDALGO COUNTY PRECINCT NO. 1: A. C. Cuellar

BY: _____

PART 8. Acceptance and Approval

This Supplemental Agreement is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of March, 2016.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

THE OWNER:
HIDALGO COUNTY

By: Jesse Salinas

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "B4" - Additional Services to be Provided by the Engineer

MILE 6 WEST ROAD
CONTRACT NO. C-08-227-02-09
SUPPLEMENTAL AGREEMENT NO. 4
EXHIBIT "B4"

Additional Scope of Services to be Provided by the Engineer

The following scope of work is to be added to Mile 6W, Contract No. C-08-227-02-09 with this supplemental agreement.

RIGHT OF WAY ACQUISITION

- 1) Project Administration
 - a) Project Presence
 - i) Personnel available to answer questions
 - ii) Availability of Project Files
 - iii) At least one office staff member is required to be a current commissioned notary public.
 - b) Communication
 - i) Attend weekly status meeting.
 - ii) Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting or with an increased frequency as required by Project Manager.
 - iii) Prepare initial property owner contact list
 - c) File Management
 - i) Project and parcel files will be kept at TEDSI's Office.
 - ii) Maintain records of all payments including check number, amount, and date paid, etc.
 - iii) Provide copies of all incoming and outgoing correspondence.
 - iv) Maintain copies of all correspondence and contacts with property owners.
- 2) Title Services and Closing Services
 - a) Secure preliminary title commitments and updates (Paid by Owner) from the Title Company that will be providing title insurance (Paid by Owner).
 - b) Secure title insurance for all parcels acquired, insuring acceptable title to the Owner. Written approval by the Owner required for any exception. Title Insurance Policy shall be paid for by Owner.
 - c) The curative services necessary to provide clear title to the County is the responsibility of the Engineer and is to be included in the negotiated fee schedule for this service. Note: The Engineer's curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the County.
 - d) The Engineer has the responsibility of direct contact with the 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 Owner.
 - e) The Engineer provides closing services in conjunction with the Title Company.
 - f) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by the county court house receipts. Any related fees will be paid by the County and are not included in the Engineer's negotiated fee schedule
 - g) Engineer shall cause the recordation all original instruments immediately after closing at the Hidalgo County Clerk's Office, except for donations which must be forwarded to the for acceptance by the County's Attorney prior to recording. The cost of the recording fees and filing fees are paid by the County and are not included in the Engineer's negotiated fee schedule.
 - h) Engineer 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 County Commissioners
- 3) Appraisal
 - a) Appraiser will be selected from TxDOT's list of state approved fee appraisers.
 - b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Engineer, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.
 - c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/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 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
 - f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
 - g) 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 Engineer and/or the County.
 - h) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
 - i) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing is 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, and shall be paid by the County.
- 4) Appraisal Review
- a) Review Appraiser will be selected from TxDOT's list of state approved fee appraisers.
 - b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.
 - c) Prepare and submit to the 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 is included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.
- 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 Engineer by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
 - b) As necessary, prepare written notification to County/TxDOT 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 Engineer and recommended for approval by the County of Hidalgo.
 - 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 is 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, and shall be paid by the County.
 - e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
- 6) Negotiation Services
- a) Analyze appraisal and appraisal review reports and confirm the 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 and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - d) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.
 - e) The written offer, appraisal report and required brochures must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - f) Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) and the unsigned CMRRR receipt for billing purposes.
 - g) Respond to property owner inquiries verbally and in writing within two business days.
 - h) Prepare a separate negotiator contact report for each parcel.
 - i) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - j) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and Engineer recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

- k) Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.
 - l) Appear and provide Expert Witness testimony as an Acquisition Engineer when requested. The cost of the appearing as expert witness testimony for trial is not part of this contract, and shall be paid by the County.
 - m) The consultant shall, as part of this proposal, estimate 13 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.
- 7) Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
- a) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
 - i) Page one of the Relocation Advisory Assistance – Parcel Record
 - ii) Displacee Move Plan
 - iii) Certification of Eligibility
 - iv) Relocation Assistance Brochure
 - b) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the County.
 - c) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
 - d) Compute and submit request for relocation housing/rental supplement to the Owner on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
 - e) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.
 - f) Provide 30-day notice once property has been acquired by the County. Note: the Displacee must be given a minimum of 90 days notice.
 - g) Notify the Owner immediately if Displacee does not move after the 30-day notice expires.
 - h) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Owner and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the Project Manager.
 - i) For non-residential moves, Negotiated Self-Moves
 - i) If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.
 - ii) If the moving plan for a Negotiated Self-Move is less than \$20,000 the Engineer must submit Negotiated Self-Move Request with an abbreviated moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date. This is required for pre-approval by the County.
 - j) For all Negotiated Self-Moves, the Engineer is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Engineer and not the Displacee. Moving estimates must be prepared in writing and in the name of the County and not the Engineer.
 - k) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and County procedures.
 - l) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
 - m) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
 - n) Process and compute increased interest payments as required.
 - o) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the Owner.
 - p) Prepare all relocation payment claim submissions for all Displacees in accordance with State and County guidelines.
 - q) Deliver warrants in accordance with County guidelines.
 - r) Issue Relocation Survey to all Displacees.
 - s) Provide an executed Certification of Eligibility form with all Displacee claims.
- 8) Condemnation Support - Pre-Hearing Support
- a) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - b) Prepare, if applicable, Bisection, Drainage Easement and/or Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the County.
 - c) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

- d) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: ROW-E-49form, Title 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 Office for submission to the County Attorney's office.
- e) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
- f) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special 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.
- g) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
- h) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
- i) Following appointment of Special 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.
- j) The County shall file all originals with the court and send copies marked "copy" to Engineer.
- k) 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.
- l) The County Attorney shall set the Special 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 Engineer will prepare a revised offer letter and send it to the appropriate parties via CMRRR.
- m) 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.
- n) 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.
- o) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to Engineer's ROW Office.
- p) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Engineer, the three special commissioners and court reporter concerning Hearing dates.

SUBSURFACE UTILITY ENGINEERING

- 1) Provide 80 Quality Service Level "A" Test Holes (TH) to a maximum depth of 8 feet.
- 2) Additional depth over the above will be paid for as identified in Attachment D, "Fee Proposal"
- 3) Investigate, evaluate, measure and record
 - a) Actual depth to top of utility referenced to a marker installed directly above the centerline of the exposed utility structure
 - b) Outside diameter of utility and configuration of non-encased, multi-conduit systems.
- 4) Furnish and install markers directly above the centerline of utility structure and in each excavated test hole.
- 5) Furnish and provide traffic control as required to complete work.
- 6) Obtain excavation permits as required by local jurisdiction. Provide copies and receipts of all excavation permits obtained. Should permits not be required, amounts indicated in Exhibit D will not be applicable.
- 7) Backfill around the exposed facility using the excavated materials. Excavations will be backfilled and compacted in lifts. Compaction will comply with permit requirement.
- 8) Provide permanent restoration of pavement within limits of original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as reasonably possible to the condition that existed prior to excavation.
- 9) Evaluate and compare field information with utility information described in utility records and resolve conflicts.
- 10) Develop plan sheets showing located utilities. Provide digital files of information obtained.
- 11) Provide x, y and z coordinates of each located utility to project coordinate system for natural ground and to top of utility. Project monuments to be provided by TEDSI.