

Supplemental Agreement Form

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. 2  
TO WORK AUTHORIZATION NO. 4  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
C-13-305-10-07**

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 22nd day of October, 2013, concerning professional engineering services for the “**Mile 3 project from FM 492 to Tom Gill for Right-of-Way Acquisition, Permitted Utility Coordination and Compensable Utility Management** hereinafter referred to as the “**Project**”; and,

**WHEREAS**, it has become necessary to amend “*Exhibit B - Scope of Services to be provided by the Engineer*” of Work Authorization No. 4 to include an Environmental Re-evaluation for the proposed design modifications to the Project; and

**WHEREAS**, it has become necessary to amend “*Exhibit D-1 – Estimated Man-hour Breakdown*” of Work Authorization No. 4 to include costs associated with the Environmental Re-evaluation; and,

**WHEREAS**, the Estimated Cost will increase from the Work Authorization No. 4 amount of \$970,956.42 to \$1,034,841.42; therefore, the amount of Supplemental No. 2 is \$63,885.00.

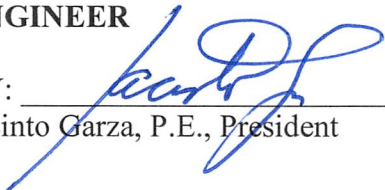
**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Sections of the Agreement, “*Exhibit B - Scope of Services to be provided by the Engineer*” and “*Exhibit D-1 – Estimated Man-hour Breakdown*”, 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 \_\_\_\_\_, 2020.

**THE ENGINEER:  
ENGINEER**

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

**THE OWNER:  
HIDALGO COUNTY**

BY: \_\_\_\_\_  
Richard Cortez, County Judge

LIST OF EXHIBITS:

- EXHIBIT A – “Services to be provided by the County”
- EXHIBIT B – “Scope of Services to be provided by the Engineer”
- EXHIBIT C – “Work Schedule”
- EXHIBIT D-1 – “Estimated Man-hour Breakdown”

**EXHIBIT "A"**  
**SERVICES TO BE PROVIDED BY THE OWNER**

The COUNTY will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

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.

The COUNTY will process all acceptable requests for payment in a timely manner.

**EXHIBIT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY OWNER**

L&G Engineering (L&G) is pleased to provide Environmental Services as it relates to the Mile 3 Road project in Hidalgo County, Texas. This project was issued a Finding of No Significant Impact (FONSI) on April 17, 2017. A Re-Evaluation of the FONSI is needed due to the reasons as follows: 1) the FONSI was issued three years ago; 2) an Approved Jurisdictional Determination (AJD) from the U.S. Army Corps of Engineers (USACE) has expired; 3) a presence/absence survey for the Northern aplomado falcon (*Falco femoralis*) and the Walkers manioc (*Manihot walkerae*) is required prior to construction by U.S. Fish and Wildlife Service (USFWS); 4) modifications to the drainage outfalls requested by Hidalgo County Drainage District #1 (HCDD#1); 5) the additional Right-of-Way (ROW) needed to widen the roadway steep side slopes to improve safety; and 6) Meetings with Affected Property Owners (MAPO's) are needed to notify property owners affected by the design changes . The scope of work is outlined below.

**SCOPE OF WORK**

**1.0 Fieldwork and Desktop Surveys**

A field survey shall be performed to determine if critical habitat exists within the project area to support threatened/endangered species. A desktop survey shall also be performed to search for any possible wetlands, and waters of the U.S. Upon completion of the survey, a presence/absence survey report shall be prepared and submitted to the Texas Department of Transportation (TxDOT) for review and comments and the comments shall be addressed.

**2.0 Coordination with Resource Agencies**

A letter of transmittal shall be prepared to USFWS to initiate coordination and request a "No Affect" determination. A letter of transmittal shall also be prepared to USACE to obtain a new AJD on the project.

**3.0 Meetings with Affected Property Owners (MAPO's)**

MAPO's with four (4) different property owners shall be conducted to present and discuss the changes that have occurred since the public hearing. Property owners shall be contacted, exhibits and handouts shall be prepared and a presentation shall be given. Meeting minutes shall be prepared and a sign in sheet shall be made available. All documentation shall be submitted to TxDOT.

**4.0 Report Preparation**

Forms required for the re-evaluation of the FONSI to be completed and submitted to TxDOT are as follows: 1) Re-Evaluation Form; 2) Species Analysis Form; and 3) Texas Parks and Wildlife Department (TPWD) Tier I Checklist. All reports and forms shall be completed in accordance with the STATE'S Guidelines.

**5.0 Contract Management**

L&G shall coordinate with TxDOT on a bi-weekly basis to ensure the documents are being processed in a timely manner. L&G shall coordinate with Hidalgo County Precinct No. 3 on a bi-weekly basis to provide updates on the progress of the project. L&G shall develop a plan to ensure that the project tasks are performed within the budget and scope of the project. The work plan shall include developing a project schedule and coordinating field work to ensure that all work is performed on a timely basis and that Quality Assurance and Quality Control (QA/QC) is performed on each task.

**EXHIBIT D-1**  
**ESTIMATED MAN-HOUR BREAKDOWN**  
**MILE 3 (From FM 492 to Tom Gill)**

	<b>MANHOURS</b>									
	Senior Project Manager	Senior Engineer	Senior Engineer Tech	Senior Environmental Scientist /Specialist	Environmental Planner /Specialist	Admin/ Clerical	CADD Operator / GIS Analyst	TOTAL HOURS	Sub-Contract Amount(s)	TOTAL LINE ITEM COST
<b>CONTRACT RATE</b>	215.40	167.89	79.19	136.21	79.19	57.02	66.52			
<b>SUPPLEMENTAL NO. 2 to WORK AUTHORIZATION NO. 4</b>										
1 Fieldwork and Desktop Surveys				24	80	4	12	120		\$ 10,630.56
2 Coordination w/Resource Agencies				8	16	8	8	40		\$ 3,345.04
3 Meetings w/Affected Property Owners		16	16	16	48	16	16	128		\$ 11,910.40
4 Report Preparation				24	60	8	8	100		\$ 9,008.76
5 Contract Management				32	16	32	0	80		\$ 7,450.40
6 Project Management	40	60				50		150		\$ 21,540.40
								0		\$ -
<b>SUB-TOTAL</b>	<b>40</b>	<b>76</b>	<b>16</b>	<b>104</b>	<b>220</b>	<b>118</b>	<b>44</b>	<b>618</b>	<b>\$ -</b>	<b>\$ 63,885.56</b>

Total Manhours Fee : 

\$ 63,885.00
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