

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SUPPLEMENTAL AGREEMENT NO. 2  
TO WORK AUTHORIZATION NO. 3  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
C-15-161-11-17**

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 7th day of December 2015, concerning professional engineering services for the “**Veterans Boulevard (SH 495)** project from IH2 (US83) to La Homa (SH 364) hereinafter referred to as the “**Project**”; and,

**WHEREAS**, it has become necessary to amend the “**Exhibit B**” Scope of Services to be provided by the **Engineer**” of Work Authorization No. 3 as follows:

1. Add Coordination of Storm Drain System & Utilities with Agua SUD

**WHEREAS**, it has become necessary to amend the “**Exhibit D-1**” Estimated Man-Hour Breakdown of Work Authorization No. 3 to reflect the re-distribution of costs associated with the tasks required for said professional engineering services. This Supplemental does not increase or decrease this Work Authorization.

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

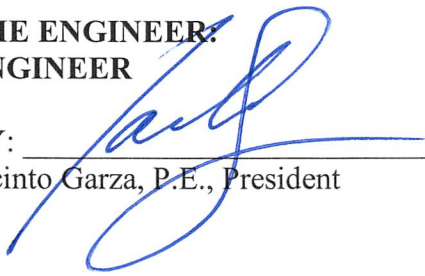
- I. Sections of the Agreement, EXHIBIT “**B**” – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT “**D-1**” – ESTIMATED MAN-HOUR BREAKDOWN, are revised to reflect the above listed modifications of this Supplemental.

**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" - "Service to be provided by the County"

EXHIBIT "B" - "Services to be provided by Engineer"

EXHIBIT "C" - "Work Schedule"

EXHIBIT "D-1" - "Estimated Man-Hour Breakdown"

**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**

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**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

CONTROL: CSJ: 0865-01-108

PROJECT/DESCRIPTION: Coordination of Storm Drain System & Utilities with Agua SUD, & Construction Management

LENGTH: 2.5 Miles

HIGHWAY: Veterans Blvd.

LIMITS: From IH2 to La Homa

**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 Hidalgo County.

LPA shall mean Hidalgo County.

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

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**SECTION 12 - CONSTRUCTION PHASE SERVICES**

(Function Code 320)

Services  
Provided By:  
ENGINEER LPA

NO      NO      **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

**Construction Bidding:**

NO      NO      1) The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

NO      NO      2) The ENGINEER will assist the LPA on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

**Construction Contract Administration and Inspection:**

NO      NO      3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the LPA and act as the LPA's representative as provided in the General Condition of the Construction Contract.

NO      NO      4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

NO      NO      5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the LPA against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the LPA of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

NO      NO      6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the LPA for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

NO      NO      a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

NO      NO      b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

**Miscellaneous Technical Activities:**

NO      NO      8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

## EXHIBIT "B"

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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<u>NO</u>	<u>NO</u>	9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
<u>NO</u>	<u>NO</u>	a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
<u>NO</u>	<u>NO</u>	b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
<u>NO</u>	<u>NO</u>	10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the LPA.
<u>NO</u>	<u>NO</u>	11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The LPA will be furnished five (5) set of prints.
<u>NO</u>	<u>NO</u>	<b><u>CONSTRUCTION MATERIAL TESTING:</u></b>

The ENGINEER will provide the LPA with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
- (g) Any additional laboratory testing as required/requested by the LPA and the project plans and specifications.
- (h) Providing accurate and timely reports to the LPA and all/other recipients as designated by the LPA.
- (i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

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

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**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 LPA 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, in particular the AGUA SUD proposed water and sewer line in conflict with the County's proposed roadway, 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 LPA. The ENGINEER shall coordinate through the LPA 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 LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

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 LPA 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 LPA 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**

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**Document and Information Exchange**

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA 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 LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA'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>
Right-of-Way Acquisition	Mission Office
Construction Management	Mission Office

The work effort will be managed out of the \_\_\_\_\_ Mercedes \_\_\_\_\_  
(City)

office located at 2100 West Expressway 83 \_\_\_\_\_,  
(Address)

Mercedes \_\_\_\_\_, Texas \_\_\_\_\_.  
(City) (State)



**EXHIBIT D-1**  
ESTIMATED MAN-HOUR BREAKDOWN

VETERANS BOULEVARD PROJECT  
(from IH2-US83 to La Homa Road (SH 364))

	MANHOURS										
	Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts	Right-of-Way Acquisition Cost	TOTAL LINE ITEM COST
<b>CONTRACT RATE</b>	211.40	175.16	147.98	129.86	96.64	66.44	60.40				
<b>WORK AUTHORIZATION NO. 3</b>											
<b>PHASE III - ROW ACQUISITION, COMP. UTILITY MANAGEMENT, CONSTRUCTION MANAGEMENT</b>											
1 Revise ROW Map (Additional 10 Parcels for a Total of 85 Parcels) SUB (See D-1 Page 2 of 5)								0	\$ 32,500.00		\$ 32,500.00
2 Engineers mngmt. and coord. with the SUB of the Revised ROW Map to include an addtnl 10 Parcels	4	6		20		29	1.317	60			\$ 6,500.07
3 Additional 3 Signal Designs, 3 Flashing Beacons and 5 Signal Warrants - SUB (See D-1 Page 3-4 of 5)								0	\$ 122,000.00		\$ 122,000.00
4 Engineers mngmt and coord. with the SUB for Signal Designs, Beacons and Signal Warrants	20	40		134		60	6.26	260			\$ 33,000.14
5 Right-of-Way Acquisition Services (See D-1 Page 5 of 5)								0		\$ 1,173,000.00	\$ 1,173,000.00
6 Compensable Utility Management	100	200		500	200	300	27.12	1327.12			\$ 162,000.05
7 Construction Management (18 Months)	200	305		700			39.64	1245			\$ 189,000.06
<b>SUB-TOTAL</b>	<b>324</b>	<b>551</b>	<b>0</b>	<b>1354</b>	<b>200</b>	<b>389</b>	<b>74.337</b>	<b>2892.337</b>	<b>\$ 154,500.00</b>	<b>\$ 1,173,000.00</b>	<b>\$ 1,718,000.31</b>
<b>SUPP NO. 2 TO WORK AUTHORIZATION NO. 3</b>											
8 Construction Management (18 months)	-200	-305		-700			-40	-1245			\$ (189,000.06)
9 Coordination of Storm Drain System & Utilities w/ Agua Sud	195	210		242	185	192	65	1089			\$ 143,994.81
10 Construction Management (18 months)	90	80		92				262			\$ 45,005.85
<b>SUB-TOTAL</b>	<b>285</b>	<b>290</b>	<b>0</b>	<b>334</b>	<b>185</b>	<b>192</b>	<b>65.00</b>	<b>1351</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0.61</b>

Sub-Total Manhours Fee with Subconsultant Fee:	\$ 1,718,000.92
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<b>* TOTAL PROJECT FEE:</b>	<b>\$ 1,718,000.00</b>
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\*Rounded Figure