

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-17-103-05-30**

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 30th day of May, 2017, concerning professional engineering services for the “**Mile 6W** project from Mile 9 to Mile 11 for the preparation of PS&E 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. 2 to provide engineering construction management; and

WHEREAS, it has become necessary to amend “*Exhibit D-1 – Estimated Man-hour Breakdown*” of Work Authorization No. 2 to include engineering construction management costs; and,

WHEREAS, the Estimated Cost will increase from the Work Authorization No. 2 amount of \$535,959.00 to \$687,163.04; therefore, the amount of Supplemental No. 3 is \$151,204.04.

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:

Project Location Map

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”



HIDALGO COUNTY

Mile 11 N

END PROJECT

Westgate Dr

Mile 6 1/2 W

Mile 10 N Rd

Mile 5 1/2 Rd W

FM 88

MILE 6

Mile 9 1/4 N

BEGIN PROJECT

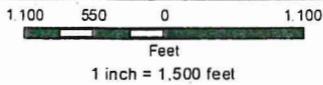
Weslaco

N-Westgate Dr

N Border Ave

LEGEND

-  MILE 6 (WESTGATE)
-  STREETS
-  STATE ROADS
-  WESLACO CITY LIMITS
-  HIDALGO COUNTY LIMITS



MILE 6 (WESTGATE) LOCATION MAP

FROM MILE 9 TO MILE 11
APPROX. TOTAL PROJECT LENGTH 2.0 MILES



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.

REVISED 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: C-17-103-05-30

PROJECT/DESCRIPTION: CONSTRUCTION MANAGEMENT

LENGTH: 2.0 Miles

HIGHWAY: MILE 6

LIMITS: FROM MILE 9 TO MILE 11

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 and/or City of _____.

COUNTY shall mean HIDALGO County.

CITY shall mean the City of WESLCACO.

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

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services
Provided By:
ENGINEER CITY/COUNTY

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

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

YES NO **Construction Bidding:**

- 1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The ENGINEER will assist the COUNTY 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.

YES NO **Construction Contract Administration and Inspection:**

- 3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.
- 4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).
- 5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps to provide the CEI Engineer of record with revised plans as needed to correct the defect or deficiency.
- 6) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - 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.
 - b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will NOT 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.

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

YES NO Miscellaneous Technical Activities:

- 7) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
- 8) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the CEI Engineer of record to prepare the construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

NA NA CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY 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 COUNTY and the project plans and specifications.
- (h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
- (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 D-1 - REVISED
Supplemental #3 to Work Authorization #2

ESTIMATED MAN-HOUR BREAKDOWN

MILE 6 PROJECT ~ from Mile 9 to Mile 11

		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE		204.04	169.06	125.34	87.45	64.13	58.30			
<i>Supplemental #3 to WORK AUTHORIZATION NO. 2 - WITH HIDALGO COUNTY</i>										
<i>PHASE III - Consultant Construction Management</i>										
1	Eng Consultant Construction Management (18 Months)	125		941			133.0035	1199.0035		\$ 151,204.04
SUB-TOTAL		125	0	941	0	0	133.0035	1199.0035	\$ -	\$ 151,204.04

Sub-Total Manhours Fee with Subconsultant Fee:	\$	151,204.04
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* TOTAL PROJECT FEE:	\$	151,204.04
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* Rounded Figure