

**EXHIBIT "F"**

Supplemental Agreement Form

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO.4  
TO WORK AUTHORIZATION NO. 3  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
C-12-246-10-16**

**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 Consulting Engineers Inc, d/b/a 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 16<sup>th</sup> day of October, 2012 concerning professional engineering services for the "**Liberty Road (from US Expressway 83 to Mile 3)**" project hereinafter referred to as the "**Project**"; and,

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

- To add general project management during construction and finalization of PS&E including RFI requests and Project Management associated with monthly status/overviews of ongoing inspections/testing during construction by CEI as selected by County.

**WHEREAS**, it has become necessary to amend the "Exhibit D-1 "Project Estimated Fee Schedule" for Work Authorization No. 3 to increase the original Work Authorization of \$2,377,452.82 to \$2,689,452.82; therefore the amount of Supplemental No. 4 is \$312,000.00.

**A. AGREEMENT**

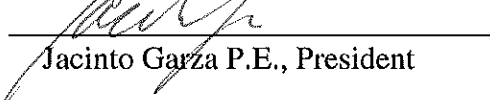
**NOW, THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Sections of the Agreement, EXHIBIT "B" – SERVICE TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D-1" – PROJECT ESTIMATE 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 \_\_\_\_\_, 2022.

**ENGINEER:** \_\_\_\_\_  
**L&G CONSULTING ENGINEERS, INC.**

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

**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" - "Project Estimated Fee Schedule"

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

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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**FOR ADDITIONAL WORK OF SUPPLEMENTAL NO. 4 TO WORK AUTHORIZATION NO. 3**  
**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: CITY OF PENITAS/HIDALGO COUNTY

CONTROL: CSJ: 0921-02-194

PROJECT/DESCRIPTION: General Project Management during construction  
And finalization of PS&E and Project Management  
Associated with monthly status/overviews of ongoing  
Inspections/testing during construction

LENGTH: 2.4 MILES

HIGHWAY: LIBERTY ROAD

LIMITS: FROM: US 83 TO MILE 3

**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.

CITY shall mean the City of N/A.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES AND FINALIZATION OF PS&E

(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    **Additional Work Associated with 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 of Materials:**

- 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 assist in coordinating and attend the 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.
- 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 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.

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

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YES      NO      **Miscellaneous Technical Activities:**

- 7) Shop Drawings. The ENGINEER will review and check design related shop or working drawings furnished by the Contractor.
- 8) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, and specifications for the preparation of construction contract change orders, which may be required due to design plan omissions.

N/A      N/A      **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 "C" PROJECT DEVELOPMENT SCHEDULE

Liberty Road (Phase I)  
CSJ: 0921-02-194  
From US 83 to Mile 3  
Length = 2.4 miles

TASK AND DESCRIPTION	FIRM	2018	2019	2020												2021												2022											
				JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>Advanced Funding Agreement Execution</b>																																							
TxDOT Submit AFA to Hidalgo County	TxDOT	6/4/2018																																					
Hidalgo County Execute Through Comm. Court	County	6/12/2018																																					
TxDOT Executes AFA	TxDOT	7/6/2018																																					
<b>ROW Map</b>																																							
Hidalgo County Complete ROW Map & Submit to TxDOT	County	7/2/2018																																					
TxDOT Inputs Parcels Into ROWIS	TxDOT																																						
<b>Sub Surface Utility Engineering</b>																																							
Locating existing utility lines	County																																						
<b>Environmental Re-Evaluation</b>																																							
Environmental Re-Evaluation for Major Design Change	County	11/23/2018																																					
<b>PS&amp;E</b>																																							
Utility Coordination	County																																						
Redesign for Siphon with Bypass	County																																						
Bridge Design	County																																						
100% PS&E Submittal	County																																						
Address TxDOT Comments & Update PS&E	County																																						
TxDOT Plan Set Approval	TxDOT																																						
<b>ROW Acquisition (23 Parcels)</b>																																							
FPAF Funding Assignment	TxDOT																																						
Appraisal Work	County																																						
Obtain Title Commitments	County																																						
Property Owner Notifications	County																																						
Parcel Negotiations	County																																						
Closing Of All Parcels	County																																						
<b>Const. Mgmt - Bid Analysis &amp; Contract Award</b>																																							
Advertise for Construction Bids	County																																						
Open Bids (Letting Date - June 2022)	County																																						
Award Contract at Comm Court	County																																						
Construction Operations	County																																						
Project Management	County																																						

PROJECT ON HOLD

Revised by Jordan Sinclair, P.E. (Sept 21, 2021)

TXDOT FUNCTION  
 HIDALGO COUNTY FUNCTION

**REVISED - EXHIBIT D-1**  
**PROJECT FEE SCHEDULE AND**  
**ESTIMATED MANHOUR BREAKDOWN**

**LIBERTY ROAD PROJECT**

	MANHOURS												Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	EIT	Senior Engineer Tech	Environmental Scientist /Specialist	Engineer Tech	CADD Operator	Admin / Clerical	TOTAL HOURS		
<b>CONTRACT RATE</b>	212.06	176.72	126.65	126.65	111.92	76.58	73.63	73.63	70.69	61.85	53.02			
<b>WORK AUTHORIZATION NO. 3</b>														
<b>PHASE II - PS&amp;E, ROW MAPPING, FIELD SURVEYS, ROW ACQUISITION</b>														
1 Complete ROW Map (Estimated 24 Parcels) (See Exhibit D-1, page 3 of 7)		16	24		51	70				50	30	241	\$ 69,600.00	\$ 91,200.00
2 Field Surveys for Design and Construction (L&G Engineering and Sub) (See Exhibit D-1, page 3 of 7)			3									3	\$ 114,764.00	\$ 115,200.00
3 PS&E Development Roadway (7% Engineering Fee)	60	900		16	2300	1300		48	1383	1922.35	95	8024	\$ -	\$ 756,000.00
4 Permanent & Temporary Signal Designs including Warrants (See Exhibit D-1, page(s) 4 & 5 of 7)												0	\$ 78,944.14	\$ 78,944.14
5 Engineering Fee to Create 1 set of plans and submit through TxDOT		18			20	80			150	21	21	310	\$ -	\$ 24,555.86
6 Geotechnical Soil Information and Scour Report for Bridge and Pavmt Design (See D-1, page(s) 6 & 7 of 7) for the man-hour breakdown and laboratory testing fees												0	\$ -	\$ 60,000.00
7 Bridge and Siphon Design	60	160	190		240	240			161	186	34	1271	\$ -	\$ 135,000.00
8 Permitted Utilities Coordination to adjust		23			30	167			256	38	48	562	\$ -	\$ 43,200.00
9 Right-of-Way Costs - Acquisition Services (est. 24 Parcels) (See Exhibit D-1, page 2 of 7)												0	\$ 331,200.00	\$ 331,200.00
10 Estimated Compensable Utility Management for Acq. of Property Rights and Compensate for Utility Adjust(s)	60	120	200		600	386				80	20	1466	\$ -	\$ 162,000.00
<b>SUB-TOTAL</b>	<b>180</b>	<b>1237</b>	<b>417.45</b>	<b>16</b>	<b>3240.84</b>	<b>2243.16</b>	<b>0</b>	<b>47.99</b>	<b>1949.74</b>	<b>2297.59</b>	<b>248.253</b>	<b>11878.023</b>	<b>\$</b>	<b>1,797,300.00</b>

Subtotal Manhour Fee with Sub-Consultant Costs: \$ 1,797,300.00

**\* Total Project Fee: \$ 1,797,300.00**

\*Rounded Figure

	MANHOURS												Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	EIT	Senior Engineer Tech	Environmental Scientist /Specialist	Engineer Tech	CADD Operator	Admin / Clerical	TOTAL HOURS		
<b>CONTRACT RATE</b>	212.06	176.72	126.65	126.65	111.92	76.58	73.63	73.63	70.69	61.85	53.02			
<b>SUPPL. NO. 1 TO WORK AUTHORIZATION NO. 3</b>														
<b>PHASE II - ENVIRONMENTAL &amp; PS&amp;E REVISIONS for REQUESTED DESIGN CHANGE</b>														
1 Environmental Re-evaluation for Major Design Change				40				60				100		\$ 9,483.80
2 PS&E Design Change (Remove Bridge Design, replace with Siphon Design)	6	90		4	230	130		4	138	192	10	804		\$ 75,835.90
3 Coordination with HCID #6 & City of Penitas	8	12			16	16						52	\$ -	\$ 6,833.12
4												0	\$ -	\$ -
5												0	\$ -	\$ -
<b>SUB-TOTAL</b>	<b>14</b>	<b>102</b>	<b>0</b>	<b>44</b>	<b>246</b>	<b>146</b>	<b>0</b>	<b>64</b>	<b>138</b>	<b>192</b>	<b>10</b>	<b>956</b>	<b>\$</b>	<b>92,152.82</b>

Supplemental #1 to WA# 3 Subtotal Manhour Fee with Sub-Consultant Costs: \$ 92,152.82

		MANHOURS											Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	EIT	Senior Engineer Tech	Environmental Scientist /Specialist	Engineer Tech	CADD Operator	Admin / Clerical		
<b>CONTRACT RATE</b>		212.06	176.72	126.65	126.65	111.92	76.58	73.63	73.63	70.69	61.85	53.02		
<b>SUPPL. NO. 2 TO WORK AUTHORIZATION NO. 3</b>														
<b>PHASE II - ENVIRONMENTAL &amp; PS&amp;E REVISIONS for REQUESTED DESIGN CHANGE</b>														
1	Environmental Re-evaluation for Major Design Change				-30				-45				-75	\$ (7,112.85)
2	PS&E Design Change (Remove Bridge Design, replace with Siphon Design)	-5	-69		-3	-175		-99	-3	-105	-146	-8.54	-613.54	\$ (57,635.28)
3	Coordination with HCID #6 & City of Penitas	-6.4	-9.6			-13.14		-12.8					-41.94	\$ (5,466.50)
4	Sub-Surface Utility Engineering (SUE) 25 pot holes / mile (Rdway & Outfalls) (SUB-See Exh D-1, Page 5 of 6)	19	55.5			56.0		66.5					197	\$ 21,524.00
5	Redesign the intersection with US 83 to avoid AEP and Gas Lines	18	49			46		49				46.5	209	\$ 23,690.63
<b>SUB-TOTAL</b>		25.6	25.9	0	-33	-86.1374		3.7	-48	-105	-146	37.9648	-324.9726	\$ 0.00

Supplemental #2 to WA# 3 Subtotal Manhour Fee with Sub-Consultant Costs: \$ -

		MANHOURS											Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	EIT	Senior Engineer Tech	Environmental Scientist /Specialist	Engineer Tech	CADD Operator	Admin / Clerical		
<b>CONTRACT RATE</b>		212.06	176.72	126.65	126.65	111.92	76.58	73.63	73.63	70.69	61.85	53.02		
<b>SUPPL. NO. 3 TO WORK AUTHORIZATION NO. 3 - Section 1 (From: US 83 to Mile 3)</b>														
1	Additional work to finish Plans, Specifications and Estimates (PS&E)	95	245		16	200	130		48	125	194	109.821	1163	\$ 128,000.00
2	Additional work associated with Permitted Utilities		225			185	175			129	179	112.0547	1005	\$ 100,000.00
3	Additional work associated with Compensable Utilities	75	125	125		130				60	54	76.2608	645	\$ 80,000.00
4	Additional work associated with Right-of-Way Acquisition												0	\$ 80,000.00
5	Additional work associated with bid documents for letting through TxDOT w/FHWA and State Money	95	135	135				255			244	94.9132	959	\$ 100,000.00
<b>SUB-TOTAL</b>		265	730	260	16	515	305	255	48	314	671	393.0497	3772.0497	\$ 488,000.00

Supplemental #3 to WA# 3 Subtotal Manhour Fee with Sub-Consultant Costs: \$ 488,000.00

		MANHOURS											Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	EIT	Senior Engineer Tech	Environmental Scientist /Specialist	Engineer Tech	CADD Operator	Admin / Clerical		
<b>CONTRACT RATE</b>		212.06	176.72	126.65	126.65	111.92	76.58	73.63	73.63	70.69	61.85	53.02		
<b>SUPPL. NO. 4 TO WORK AUTHORIZATION NO. 3 - Section 1 (From: US 83 to Mile 3)</b>														
1	General Project Management during construction and finalization of PS&E to include RFI requests.	230	331	330				331			194	123.858	1540	\$ 192,000.00
2	Project Management associated with monthly status/overviews of ongoing Inspection/Testing during Construction by CEI as selected by County.	100	250	250				140			115	104.3107	959	\$ 120,000.00
<b>SUB-TOTAL</b>		230	331	330	0	0	0	331	0	0	194	123.858	1539.858	\$ 312,000.00

Supplemental #4 to WA# 3 Subtotal Manhour Fee with Sub-Consultant Costs: \$ 312,000.00

**\* Total Project Fee: \$ 2,689,452.82**