

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-16-049-02-16**

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 ENGINEERING**, professional engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 16th day of February 2016, concerning professional engineering services for the "**Mile 5** project from Taylor Road to FM 2220 (Ware Road)" hereinafter referred to as the "**Project**"; and,

WHEREAS, it has become necessary to amend Work Authorization No. 2 to reallocate funds from Construction Management to Project Management.

WHEREAS, it has become necessary to revise "*Exhibit D-1 – Estimated Man-hour Breakdown* of Work Authorization No. 2. The Estimated Cost from the original Work Authorization No. 2 will not increase or decrease from \$1,118,910.58; therefore the amount of Supplemental No. 3 is \$ 0.00.

A. AGREEMENT

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", **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 _____, 2023.

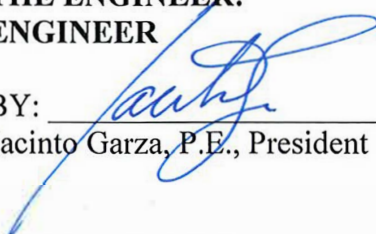
APPROVED BY COMMISSIONERS' COURT ON OCTOBER 31, 2023

Agenda Item No. 93047

Executive Office: _____

**THE ENGINEER:
ENGINEER**

**THE OWNER:
HIDALGO COUNTY**

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

BY: _____
Richard Cortez, County Judge

LIST OF EXHIBITS:

- EXHIBIT A – “Services to be provided by Owner”
- EXHIBIT B – “Services to be provided by the Engineer”
- EXHIBIT D-1 – “Estimated Man-Hour Breakdown”

ATTEST:

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:

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

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: 1064-01-043 ROW CSJ: 1064-01-047

PROJECT/DESCRIPTION: Construction Management & Project Management

LENGTH: 1.0 Mile

HIGHWAY: Mile 5 (FM 676) WA#2

LIMITS: From Taylor Rd to FM 2220 (Ware Rd)

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.

SURVEYOR shall mean N/A.

STATE shall mean Texas Department of Transportation.

LPA shall mean Local Public Agency Hidalgo County.

SURVERYOR shall mean N/A.

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

SECTION 12 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

Services
Provided By:
ENGINEER LPA

Project Management Services

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 1) The ENGINEER will furnish TxDOT and the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E. |
| <u>YES</u> | <u>NO</u> | 2) The ENGINEER will assist TxDOT on the estimated construction cost, recommendations to the LPA as to the proper action on bids received. |

Construction Contract Administration and Management

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 1) 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. |
| <u>YES</u> | <u>NO</u> | 2) The ENGINEER will assist TxDOT as needed during pre-construction conference |
| <u>NO</u> | <u>NO</u> | 3) Defects and Deficiencies. TxDOT will use their best effort to protect the LPA against defects and deficiencies in the work of the Contractor. |
| <u>NO</u> | <u>NO</u> | 4) Contractor Payment. TxDOT 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. |
| | | 5) The ENGINEER will provide Project site inspection of the authorized construction contract as follows: |
| <u>NO</u> | <u>NO</u> | a) Project Engineer. The ENGINEER will provide monthly 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. |
| <u>NO</u> | <u>NO</u> | 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. |

Environmental Permit Compliance and Construction Monitoring

- | | | |
|------------|------------|---|
| <u>N/A</u> | <u>N/A</u> | 6) Periodic field visits shall be conducted at the construction site during the construction of the culvert at the drainage crossings and the drainage ditch to ensure compliance of the General Conditions of NWP throughout the duration of construction and document and photograph field visits. An administrative record of the environmental permit compliance activities during construction for final submittal to USACE upon construction completion will be completed and submitted to USACE. Once construction is completed, Engineer shall assist the LPA with the compliance certification which provides the USACE a signed certification documenting completion of construction activity and will submit the necessary paperwork to USACE. |
|------------|------------|---|

The pre-construction meeting shall be attended. The General Contractor shall be provided with the General Conditions of the Nationwide Permits (NWP). The General Conditions of the NWP at the pre-construction meeting shall be reviewed with the Contractor.

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

Services
Provided By:
ENGINEER LPA

Miscellaneous Technical Activities:

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | 7) Shop Drawings. The ENGINEER will review and check design related (Not Stds) shop or working drawings furnished by the Contractor thru TxDOT. |
| <u>NO</u> | <u>NO</u> | 8) Control of Materials & Equipment. TxDOT 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> | 9) Change Orders. When applicable TxDOT 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 unless it's a design error to be re-designed by the Engineer. |
| <u>NO</u> | <u>NO</u> | 12) As Built Drawings. TxDOT will develop as built drawings to depict the work as actually constructed. The LPA will be furnished prints by TxDOT. |

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

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

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>
Construction Management	Mission Office

(Address)
_____ Mercedes _____ Texas _____
(City) (State)

REVISED EXHIBIT D-1
WA#2 ~ FEE PROPOSAL
For Supplemental #3

Mile 5 (FM 676) Project
Taylor Road to FM 2220 (Ware Road)
HIDALGO COUNTY PRECINCT #4

SUPPLEMENTAL #1 TO WA#2 (CHANGE OF SURVEYOR FROM ROWSS TO QHA)		MANHOURS					L&G TOTAL HOURS	Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical		
TASK								
WA #2 - Mile 5 ~ PS&E, Design Surveying & Eng. Consultant Construction Management								
1	Project Management	65	115	130		32.96	\$ 52,756.84	
2	Coordination and Management of Subconsultant for Field Surveys & SUE	18	26	40		10.1	\$ 14,163.80	
2a	SUB: Field Surveys for Design and Construction	(See fee breakdown on D-1 Page 2 from QHA)						\$ 30,000.00
2b	SUB: Field Surveys for Outfalls	(See fee breakdown on D-1 Page 2 from QHA)						\$ 7,500.00
2c	SUB: SUE Potholes for Utilities	(See fee breakdown on D-1 Page 2 from QHA)						\$ 6,250.00
3	PS&E Development Roadway & Bridge	600	860	650	840	15.5	\$ 444,000.40	
4	Bridge Layout and Scour Report for approval by TxDOT (Bridge Division)	86	220	286	388	60.4	\$ 135,000.04	
5	Geotechnical design for Bridge foundation and pavt design	40	60	80	150	19.1	\$ 45,004.04	
6	Traffic Signal Warrants & Design Support ~ Coordination and Management of Subconsultant for Traffic Signal Warrants & Design	10	26	38		4	\$ 11,844.44	
6a	SUB: Signal Design, Adjustments & Warrants (Signals at Bensten and Taylor Road)	(See fee breakdown on Page 3 & 4 of 4 from ETSI)						\$ 50,523.46
7	Engineering Fee to Create 1 set of Plans and Submit through TxDOT	40	60	160	260	18.75	\$ 66,002.10	
8	Permitted Utilities Coordination to adjust	66	186	330	180	20.2	\$ 108,001.24	
10	Eng Consultant Construction Management (18 months)	40	120	360	418	16.25	\$ 117,601.82	
Subtotal Hours		965	1673	2074	2236	197.2576	7145.2576	
Hourly Base Rate		\$ 70.00	\$ 58.00	\$ 43.00	\$ 32.00	\$ 20.00		
FY 15 Contract Hourly Rate w/ OH Mult. (169.26%) & Profit Rate (12.00%)		\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40		
Total Labor Costs		\$ 204,001.00	\$ 293,042.68	\$ 269,329.64	\$ 216,087.04	\$ 11,914.36	\$ 994,374.72	

SUPPLEMENTAL #1 TO WA#2 TO CHANGE SURVEYOR FROM ROWSS TO QHA) \$ -

Total Project Fee (Work Authorization #2): \$1,088,648.18

		MANHOURS					L&G TOTAL HOURS	Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical		
TASK								
SUPPLEMENTAL No. 2 to WA #2 - Mile 5 ~ PS&E, Design Surveying & Eng. Consultant Construction Management								
1	Right-of-Way Acquisition Services (See D-1 Page 2 of 2)						\$ 14,800.00	
2	Project Management	10	19	14			\$ 7,260.08	
3	Coordination with TxDOT/MPO to assure \$1M CAT 7 is placed on TIP for ROW Acquisition Reimbursements	5	16			8	\$ 4,342.76	
4	Execution of a new Off System AFA for reimbursement of CAT 7 for the cost of outfall ROW	5	16				\$ 3,859.56	
Subtotal Hours		20	51	14	0	8	93	
Hourly Base Rate		\$ 70.00	\$ 58.00	\$ 43.00	\$ 32.00	\$ 20.00		
FY 15 Contract Hourly Rate w/ OH Mult. (169.26%) & Profit Rate (12.00%)		\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40		
Total Labor Costs		\$ 4,228.00	\$ 8,933.16	\$ 1,818.04	\$ -	\$ 483.20	\$ 15,462.40	

Total Project Fee (to include Supplemental #2 to Work Authorization #2): \$1,118,910.58

REVISED EXHIBIT D-1
WA#2 ~ FEE PROPOSAL
For Supplemental #3

Mile 5 (FM 676) Project
Taylor Road to FM 2220 (Ware Road)
HIDALGO COUNTY PRECINCT #4

		MANHOURS					L&G TOTAL HOURS	Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical		
TASK								
SUPPLEMENTAL No. 3 to WA #2 - Mile 5 ~ Re-allocate funds from Construction Mangement to Project Management								
1	Eng Consultant Construction Management (18 months)	-40	-120	-360	-418	-16.25	\$ (117,601.82)	
2	Eng Consultant Construction Management (18 months)	5	24	67	78	6	\$ 21,861.78	
3	Project Management	35	96	293	340	10.25	\$ 95,740.04	
Subtotal Hours		0	0	0	0	0		
Hourly Base Rate		\$ 70.00	\$ 58.00	\$ 43.00	\$ 32.00	\$ 20.00		
FY 15 Contract Hourly Rate w/ OH Mult. (169.26%) & Profit Rate (12.00%)		\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40		
Total Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Total Project Fee (to include Supplemental #3 to Work Authorization #2): \$1,118,910.58