



December 21, 2023

Transportation Consultants

The Honorable Ellie Torres
Attn: Velinda Reyes, RPIC
Commissioner, Hidalgo County Pct. No. 4
1051 N. Doolittle Road
Edinburg, Texas 78542

RE: FM 1925 Project - Construction Management Plan WA#4 – Supplemental No. 1
Limits: from FM 907 to Sharp Road
Contract No.: C-13-336-12-10

Dear Commissioner Torres:

Attached for your review and approval are two (2) signed Supplemental No. 1 to Work Authorization No. 4 for the FM 1925 project from FM 907 to Sharp Road to provide construction phase services for the first 7.5 months of the estimated 18 month project.

Supplemental No. 1 to Work Authorization No. 4 is in the amount of \$54,000 as identified in the attached Exhibit D-1 "Estimated Man-hour Breakdown." Therefore Work Authorization No. 4 will increase by \$54,000.00, from \$17,789.76 to \$71,789.76.

Attached you will find the following:

- 1.) Two (2) signed originals of Work Authorization No. 4 with the following attachments:
 - Exhibit A "Services to be provided by the Owner"
 - Exhibit B "Services to be provided by the Engineer"
 - Exhibit C "Work Schedule"
 - Exhibit D-1 "Estimated Project Fee Schedule"

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 585-1909.

Sincerely,
L&G ENGINEERING


Jordan Sinclair, P.E.
Project Manager

Attachments

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

- I. Sections of the Agreement, EXHIBIT "D-1" – PROJECT ESTIMATED 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 _____, 2024.

**THE ENGINEER:
ENGINEER**

BY: 
Jacinto Garza, P.E., President

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Richard Cortez, County Judge

LIST OF EXHIBITS:

- EXHIBIT A – Scope of Services to be provided by the Owner
- EXHIBIT B – Scope of Services to be provided by the Engineer
- EXHIBIT C – Schedule
- EXHIBIT D-1 – Fee Schedule and Estimated Man-hour Breakdown

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. They COUNTY, will provide copies of Engineering, Drainage Studies within or near the project limits
4. 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.
5. 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 County Pct#4

CONTROL: _____

PROJECT/DESCRIPTION: Construction Management & Project Management

LENGTH: _____

HIGHWAY: FM 1925

LIMITS: FROM: FM 907 (Alamo Rd) to Sharp 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

<u>YES</u>	<u>NO</u>	<u>CONSTRUCTION MANAGEMENT SERVICES:</u>
		The ENGINEER will provide engineering, 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:
<u>YES</u>	<u>NO</u>	1) The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
<u>NO</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	3) The ENGINEER will participate in a pre-bid meeting coordinated by the STATE and assist the LPA with contractor pre-bid questions.
<u>YES</u>	<u>NO</u>	4) 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>	5) The ENGINEER will participate in a pre-construction conference coordinated and conducted by the STATE
<u>YES</u>	<u>NO</u>	6) 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.
<u>NO</u>	<u>NO</u>	7) 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.
		8) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
<u>YES</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.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER LPA

Environmental Permit Compliance and Construction Monitoring

N/A N/A 9) 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.

Miscellaneous Technical Activities:

YES NO 10) Shop Drawings. The ENGINEER will review and check design related (Not Stds) shop or working drawings furnished by the Contractor.

NO NO 11) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

NO NO a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

NO NO b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

NO NO 12) 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.

NO NO 13) 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.

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

Services
Provided By:
ENGINEER LPA

NO NO **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

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

office located at 2100 West Expressway 83 _____,
(Address)

Mercedes _____, Texas _____
(City) (State)

Supplemental #1 to Work Authorization #4
FM 1925 - Construction Phase Services
From: FM 907 to Sharp Rd
CSJ 1803-02-035

EXHIBIT "C"
Schedule

To begin upon TxDOT's advertisement for Request for Bids and continue for the first 7.5 months of the estimated 18 month duration of Construction.

REVISED - EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

FM 1925 FM 907 TO SHARP ROAD
Construction Managment Plan

	MANHOURS										TOTAL LINE ITEM COST	* ROUNDED TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Design Engineer	ROW Administrator	EIT	Senior Engineer Tech	Admin / Clerical	TOTAL HOURS		
CONTRACT RATE	215.40	167.89	136.21	123.54	114.04	107.70	82.36	79.19	57.02			
WORK AUTHORIZATION NO. 4 - Construction Management Plan												
PHASE II - ROW MAP, PS&E DEVELOPMENT												
320 Construction Management Plan	4			80			80		8	172	\$ 17,789.76	\$ 17,789.76
SUB-TOTAL	4	0	0	80	0	0	80	0	8	172	\$ 17,789.76	\$ 17,789.76

***Total Project Fee: \$ 17,789.76**

	MANHOURS										TOTAL LINE ITEM COST	* ROUNDED TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Design Engineer	ROW Administrator	EIT	Senior Engineer Tech	Admin / Clerical	TOTAL HOURS		
CONTRACT RATE	215.40	167.89	136.21	123.54	114.04	107.70	82.36	79.19	57.02			
SUPPLEMENTAL # 1 TO WORK AUTHORIZATION NO. 4 - Construction Phase Services (7.5 months of the Estimated 18 months) & Reallocate Construction Management Plan to Project Management												
PHASE II - ROW MAP, PS&E DEVELOPMENT												
320 Construction Management Plan	-2			-40			-40		-4	-86	\$ (8,894.88)	\$ (8,894.88)
164 Project Management	2			40			40		4	86	\$ 8,894.88	\$ 8,894.88
PHASE IV - CONSTRUCTION												
320 Engineering Consultant Construction Services (Respond to Pre-Bid Questions & Provide Input on Change Orders)	26	49		132	127		114			448	\$ 54,006.41	\$ 54,000.00
SUB-TOTAL	26	49	0	132	127	0	114	0	0	448	\$ 54,006.41	\$ 54,000.00

***Total Project Fee: \$ 71,789.76**

*Rounded Figure