

**EXHIBIT “G”**  
**Supplemental Agreement Form**

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. 1**  
**To**  
**WORK AUTHORIZATION NO.2**  
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**  
**C-23-0092-05-30**

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **COBB, FENDLEY & ASSOCIATES, INC.**, Professional Engineers of, McAllen, Texas, hereinafter called the “**Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement No. C-23-0092-05-30** on the day of May 30th, 2023 concerning Professional Engineering Services for “Highway Safety Improvement Program (HSIP)”;

**WHEREAS**, on the 30th day of May 2023, **Owner** authorized a Project Specific Work Authorization No.1 for “Highway Safety Improvement Program” (hereinafter referred to as the “**Project**”); and

**WHEREAS**, on the 16th day of April 2024, **Owner** authorized a Project Specific Work Authorization No.2 for “Highway Safety Improvement Program” (hereinafter referred to as the “**Project**”); and

**WHEREAS**, it has become necessary to amend the “Fee Schedule” of Work Authorization No.2 to increase the original amount of **\$114,082.00** to **\$126,219.00**; therefore, the amount of Supplemental No.1 is **\$12,137.00**.

**NOW, THEREFORE**, in consideration of the mutual covenants provided below, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

- I. “Fee Schedule” is amended to include additional Sub Consultant Environmental Services.
- II. **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 4<sup>th</sup> day of March, 2025.

**APPROVED BY COMMISSIONERS' COURT ON MARCH 4<sup>TH</sup>, 2025.**

**Agenda Item No. 98218**

**Executive Office: \_\_\_\_\_**

**ENGINEER:**  
COBB, FENDLEY & ASSOCIATES, INC.

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Dan Warth, PE

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

Fee Proposal

**SUPPLEMENTAL SIGNATURES:**

February 27, 2025

Ms. Jireh Lira Cabello, CTCD, CTCM  
Contract Specialist III  
County of Hidalgo Purchasing Department  
2802 S. Business Highway 281  
Edinburg, Texas 78539

**Re: Cobb, Fendley & Associates Inc. Work Authorization Supplemental Proposal  
“Highway Safety Improvement Program (HSIP)”  
Work Authorization No. 2 to Agreement # C-23-0092-05-30**

Dear Ms. Cabello,

We are requesting a supplemental in the amount of \$12,137.00 for additional environmental services requested by TxDOT. This work would be done by our subcontractor Raba Kistner, Inc.

The following is the scope and fee from Raba Kistner, Inc. :

Pursuant to your request, **Raba Kistner, Inc. (RKI)** is pleased to submit this proposal to CobbFendley (CLIENT) for environmental services in support of Hidalgo County Precinct 4’s Fiscal Year (FY) 2024 Highway Safety Improvement Program (HSIP) projects located at Canton Road and Cesar Chavez Road, Doolittle Road and Ramseyer Road, Mile 22 ½ Road and Carmen Avila Road, and Tex Mex Road and 83<sup>rd</sup> Street in Hidalgo County, Texas. The improvements would include widening and adding turn lanes, signing, striping, and flashing beacon upgrades. **RKI** understands this project will be environmentally cleared as a Categorical Exclusion. This proposal was prepared at the request of CLIENT following coordination with TxDOT and identifying additional needs during the environmental scoping meeting. Upon notice to proceed, this scope and cost will be included on invoices associated with Hidalgo County Precinct No. 4, TxDOT Highway Safety Improvement Program (PS&E) TxDOT CSJ: 0921-02-525, CobbFendley Project Number: 2311-031-02 authorized on May 13, 2024.

**I. SCOPE OF WORK**

**STANDARD SERVICES**

**Task 1 COMMUNITY IMPACTS ASSESSMENT**

**RKI** will prepare a technical report related to community impacts, which will include the following elements:

- Community Profile: Population and Demographic Characteristics: U.S. Department of Commerce, Bureau of the Census information will be obtained and summarized within appropriate cartographic boundaries. This will include an analysis of census-derived income and poverty characteristics, as well as race and origin data for the project area. Once demographics are adequately identified, this data will be reviewed to identify whether any of the above populations would receive disproportionate adverse impacts because of implementing the project. Public facilities, meeting places, transportation, and other community amenities will be identified.
- Displacements: A detailed description of anticipated displacement will be included, as well as a discussion of compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) Travel Pattern and Access: This section will describe potential temporary and permanent impacts to travel patterns and access in the project area, and how this might impact the community.
- Community Cohesion: Based on public information, the field visit, and public involvement results, the document will define the community's characteristics and identify whether the project has the potential to adversely impact community cohesion in the vicinity.
- Environmental Justice: Using published demographic data, minority and low-income populations will be identified in order to assess whether the project will result in disproportionately adverse impacts on such populations.
- Limited English Proficiency: U.S. Census Bureau data for English-speaking proficiency will be reviewed to identify the presence of non-English speaking persons and to appropriately plan for public involvement activities.
- Utilities and Emergency Services: This section will describe any project-related impact to utilities and access for emergency services.

## **TASK 2 PROJECT COORDINATION REQUEST (PCR) FOR HISTORICAL STUDIES**

One Historical Background Study will be conducted by a qualified Architectural Historian as defined in 13 TAC §26.4(2). The purpose of the Historical Background Study is to gather information used to prepare the TxDOT's Historical Studies Project Coordination Request (PCR) form. The Architectural Historian will review the area of direct impact (project limits) and 150-foot outside the project limits (indirect effects) within the project limits. During the background study, the TxDOT atlas, called the Historic Districts and Properties of Texas website, will be searched. In addition, the Texas Historic Sites Atlas, maintained by the Texas Historical Commission (THC), will be searched. Historic aerial and topographic maps will be utilized to identify possible historic structures as well as local and online archives, as needed. Additionally, the Architectural Historian will conduct a site visit and photograph resources including representative buildings and structures adjacent to the roadway as well as road features, such as bridges and landscaping, thus providing a representative sample of photographs to satisfy TxDOT requirements for the PCR. Historic age bridges, if any, will receive special attention.

All tasks include quality assurance measures related to all environmental documentation

prepared by **RKI**. It also includes coordination with agency stakeholders such as TxDOT Pharr District, TxDOT Environmental Affairs, as appropriate.

This task will include providing relevant attachments, GIS support, quality reviews, clerical support, and addressing TxDOT comments on all technical deliverables.

**II. ITEMS TO BE PROVIDED BY CLIENT**

- Property Access (i.e., right-of-entry)
- Project footprint file for SITES (CAD, kml, shapefile, or .pdf)

**III. LIMITATIONS**

Additional Studies, Reports, and Expenses: Only those activities and technical reports outlined herein are proposed at this time. Any additional studies/reports requested by CLIENT or others due to unforeseen circumstances, changes in design or regulatory requirements, environmental scoping outcome (ECOS requirements), or others are not included in this scope and would require separate authorization. This proposal assumes one deliverable per task for the combined three sites.

**RKI** understands that no right-of-way (ROW) acquisition is required for this project. If ROW, permanent easements, temporary easements are required, or if TxDOT required additional deliverables not listed in Standard Services, Optional Services tasks may be required. If Optional Services are required, **RKI** will require a separate formal notice to proceed.

**IV. COST AND DURATION**

We will provide the above scope of services on a **LUMP SUM** basis according to the table below.

<b>Standard Services</b>	
Task 1 Community Impacts Assessment	\$ 7,427.00
Task 2 Project Coordination Request for Historical Studies	\$ 4,710.00
<b>Total</b>	<b>\$ 12,137.00</b>

We are prepared to initiate this project immediately and anticipate the scope of work can be completed within 45 business days after we receive written authorization to proceed.

**VI. ACCEPTANCE**

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize

RKI to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

If we can provide additional information or be of further service, please do not hesitate to contact me at (956) 280-0135 or at [hbazan@cobbfendley.com](mailto:hbazan@cobbfendley.com).

Sincerely,



Homero Bazán, Jr., P.E.  
CobbFendley McAllen Office Lead