

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

**SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the WEBB COUNTY, acting herein by and through the COMMISSIONERS COURT, herein called the "Owner", S&B Infrastructure, Ltd. of Laredo, Texas, herein called "S&BI".

WITNESSETH

WHEREAS, the Owner and S&BI executed the Agreement on the 28th day of April 2014 concerning provision of certain services for the anticipated duration of the oversight, management and other services related to the County Energy Transportation Reinvestment Zone (CETRZ) in WEBB County, Texas, United States (incorporated herein by reference to the "Project");

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes that the terms to this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by S&BI, and/or (3) for any other reason agreeable to the Owner and S&BI;

and,

WHEREAS, it has become necessary to amend the contract;

AGREEMENT

NOW THEREFORE, premises considered, the Owner and S&BI agree that said Agreement is amended as follows:

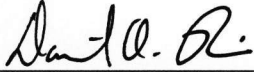
1. Article 5 of the Agreement, Compensation and Fees, is revised to state:
ARTICLE 5. "Compensation and Fees. If grant funding is awarded for the Project, S&BI shall provide all engineering services including PS&E for work under the grant and such engineering services shall be compensated at S&B Infrastructure, Ltd's regular and reasonable rates, consistent with and upon sole approval of Owner through execution of Work Authorizations. In the event that Owner successfully obtains a grant for the Project that Owner decides not to implement, or in the event that Owner is unsuccessful in obtaining a grant for the Project, Owner agrees to pay S&BI a lump sum of \$60,000 to cover S&BI's expenses in executing the grant application process of this contract on behalf of the Owner, which shall include, without limitation, any and all engineering fees and costs."
2. Revision of Exhibits B and D attached.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, S&BI and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 22nd day of June, 2015.

S&BI:

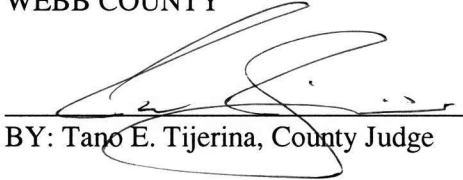
S&B Infrastructure, Ltd.



BY: Daniel O. Rios, P.E. Senior Vice-President

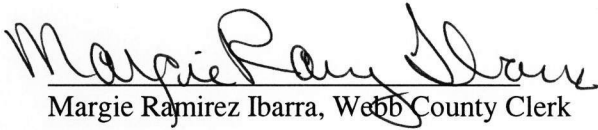
OWNER:

WEBB COUNTY



BY: Tano E. Tijerina, County Judge

ATTEST:



Margie Ramirez Ibarra, Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

LIST OF ATTACHMENTS (as required)

EXHIBIT "B" Professional Services to be Provided by S&BI- Revised 6/16/2015
EXHIBIT "D" Contract Rates- Revised 6/16/15

EXHIBIT "B"
Professional Services to be Provided by S&BI
-Revised 6/16/2015-

S&BI will provide professional services for the development of the Project and fulfillment of this Agreement as follows:

S&BI agrees to provide appropriate professional engineering services, including the provision of plans, specifications and estimates, to prepare and submit Owner's grant application(s) related to the CETRZ in the most expeditious manner designed to obtain funding of Owner's application.

If grant funding is awarded for the Project, S&BI shall provide all engineering services including plans, specifications and estimates for work under the grant for all projects approved and to provide supervision and management for any road projects funded through Owner's application(s) as approved through the execution of Work Authorizations.

EXHIBIT "D"
Contract Rates
-Revised 6/16/2015-

The rates for the professional engineering services under this agreement for implementation of any projects funded by grants pursuant to this agreement shall be determined according to a separate schedule of fees and costs to be included in each Work Authorization and agreed to by Owner and S&BI with the reasonable and customary fees of S&BI.