

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
AGREEMENT OF SEPTEMBER 15, 2010  
FOR  
ENGINEERING SERVICES for  
Fort Bend Grand Parkway Toll Road, Segment D**

This Supplemental Agreement is made and entered into this 15<sup>th</sup> day of June, 2011, and modifies the ENGINEERING SERVICES AGREEMENT made with Brown & Gay Engineers, Inc. dated September 15, 2010 for engineering services for the Fort Bend Grand Parkway Toll Road, Segment D.

The agreement is hereby modified as follows:

1. The first sentence of Section 2.a is replaced with the following:

"Compensation for performance of services within the Scope of Services described in Attachment A will be as follows: The compensation shall be increased by \$847,363.00, for the additional work shown in Attachment A. The maximum amount payable under this agreement shall not exceed \$961,363.00, as shown in Attachment B."

2. The Scope of Services shown in Attachment A shall be expanded to include Exhibit A-1, attached hereto.
3. The Compensation for Scope of Services shown in Attachment B shall be expanded to include Exhibit B-1, attached hereto.
4. The paragraphs contained in Section 13. Insurance are deleted and replaced with the following:

"The Engineer shall obtain and maintain, throughout the term of the Agreement, Insurance of the types and in the minimum amounts set forth in Attachment C."

5. Attachment C attached hereto is added as an exhibit to the Agreement.
6. The first sentence of Section 3 , Time of Performance, is replaced with the following:


"It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end 1080 calendar days from that date."

**[Remainder of page intentionally left blank.]**

Supplemental Agreement No. 1  
To Agreement of September 15, 2010

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the  
date first set forth above.

FORT BEND GRAND PARKWAY TOLL ROAD  
AUTHORITY, a local government Texas  
Corporation

By:   
~~James Condrey~~ Bobbie Tallas  
Vice Chairman, Board of Directors

ATTEST:

By 

Brown & Gay Engineers, Inc.  
ENGINEER

By: 

Name: David C. Johnston, PE

Title: Senior Vice President

## **EXHIBIT A-1**

### **ATTACHMENT A SCOPE OF SERVICES FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) – SEGMENT D PROGRAM MANAGEMENT ENGINEERING**

#### **GENERAL DESCRIPTION**

The work to be performed by the Engineer under this contract consists of providing program management engineering services for the development of design plans for Fort Bend Grand Parkway Toll Road, Segment D. The Engineer will be responsible for setting up, monitoring, and managing a program that consists of various Program Team Members (PTMs) that provide the services listed below:

- Section Design and Plan Preparation (10 Design Sections)
- Geotechnical Engineering
- Tolling Infrastructure Design
- Signing and Illumination Design
- Pavement Marking Design
- Drainage Impact Mitigation Study
- Traffic Signal Design

#### **1) PROGRESS REPORTING AND INVOICING**

- a) Program Progress Reports – Provide monthly progress reports and summaries for the overall program to the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA).
- b) PTM Progress Reports – Review section design and specialty design monthly progress schedules, reports, and invoices and submit to FBGPTRA. Monitor PTMs adherence to contract schedules.

#### **2) MEETINGS AND COORDINATION**

- a) Attend the FBGPTRA Board Meeting once per month (or as necessary) to discuss program and project progress. Also, attend Bill Review Committee meetings
- b) Coordinate and meet with FBGPTRA consultants to discuss program and project progress.
- c) Meet with each PTM once per month (or as necessary) to discuss program and project progress. Also, coordinate with PTM's via phone and email.
- d) Coordinate meetings between project stakeholders including public officials, local entities, government agencies, landowners, and any other consultants as needed to discuss program and project issues.
- e) Prepare special exhibits, construction cost estimates, powerpoint presentations, etc. as requested by FBGPTRA and its consultants.

#### **3) FILE MANAGEMENT**

- a) Maintain internal administration of the project files. Project files will be provided to FBGPTRA upon completion of the program.

#### **4) DESIGN AND PS&E PREPARATION**

- a) Review work of Section Design and specialty PTMs on a continual basis and perform milestone reviews of the plan contract document preparation work at the following percentages of completion: 30%, 60%, 90%, 95%, and final. Submittal packages will be compiled by the design section roadway lead PTMs and submitted to the Engineer for review and coordination.
- b) Review PS&E documents including bid items, standard drawings, standard specifications, special provisions, special specifications, and general notes for compliance with the program criteria.
- c) Assist with coordination between corridor wide design PTMs and Section Design PTMs during assembly of section plans. Prepare all bid books, final cost estimates, working day determinations, specification lists, etc.
- d) Assemble final bid packages and plans. Combine plans and bid packages when two projects are combined as one project for letting.

#### **5) BIDDING**

- a) Prepare advertisements and attend pre-bid meetings for each project. Coordinate and respond to Contractor question and request for information (RFI's).
- b) Prepare bid tabulations for each project letting. Review bids with FBGPTRA consultants. Provide recommendation of award to FBGPTRA.

#### **6) UTILITY, TxDOT, AND LOCAL GOVERNMENT COORDINATION**

- a) Coordinate project reviews with TxDOT, including submitting project plans and drainage mitigation report, attend coordination meetings, answer questions, etc. Coordinate with local government entities (Fort Bend County Engineering, Fort Bend County Drainage District, etc.) as needed.
- b) Coordinate with UPRR to obtain approval to cross UPRR facility along US 90A. This work includes meetings, emails, phone calls, final exhibits, etc.
- c) Coordinate with all utility companies. It is expected that CenterPoint electric will need to adjust their facility at Harlem Road. Utilities will be contacted by Texas One-call and obtaining existing plans of the utilities. Review of utility conflict lists and recommend course of action to avoid utility conflicts.

#### **7) CORRIDOR WIDE DESIGN COORDINATION**

- a) Geotechnical – Coordinate geotechnical investigations by geotechnical engineering PTMs.

- b) Tolling Infrastructure – Coordinate corridor wide tolling infrastructure design by tolling infrastructure PTM.**
- c) Signing/Illumination – Coordinate corridor wide signing and illumination design by signing/illumination PTM.**
- d) Pavement Markings – Coordinate corridor wide pavement marking design by pavement markings PTM.**
- e) Drainage Mitigation Report - Coordinate corridor wide drainage mitigation and pump station capacity report by drainage PTM.**
- f) Traffic Signal Design - Coordinate corridor wide traffic signal designs, if required, by traffic signal design PTM.**

EXHIBIT B-1  
ADDITIONAL SERVICES

ATTACHMENT B  
COMPENSATION FOR SCOPE OF SERVICES  
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

FEE SCHEDULE SUMMARY

PROGRAM MANAGEMENT ENGINEERING  
PRIME PROVIDER: BROWN & GAY ENGINEERS, INC.

WORK TASK	DESCRIPTION	TOTAL
1	PROGRESS REPORTING AND INVOICING	\$44,919.20
2	MEETINGS AND COORDINATION	\$183,324.80
3	FILE MANAGEMENT	\$18,428.00
4	DESIGN AND PS&E PREPARATION	\$377,933.20
5	BIDDING	\$20,501.20
6	UTILITY, TxDOT & LOCAL GOVERNMENT COORDINATION	\$71,830.80
7	CORRIDOR WIDE DESIGN COORDINATION	\$75,215.80
	DIRECT EXPENSES	\$55,210.00
TOTAL		

**EXHIBIT B-1  
ADDITIONAL SERVICES**

**ATTACHMENT B  
COMPENSATION FOR SCOPE OF SERVICES  
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

**BROWN & GAY ENGINEERS, INC.**

**PROGRAM MANAGEMENT ENGINEERING**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR CADD	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR	\$187.50	\$187.50	\$132.80	\$104.00	\$135.50	\$58.50	
<b>PROGRAM REPORTING AND LOGGING</b>							
PROGRAM PROGRESS REPORTS	48		24			12	84
SECTION AND SPECIALTY PROGRESS AND INVOICE REVIEWS	100		100				200
HOURS SUBTOTAL	148	0	124	0	0	12	
<b>SUBTOTAL LABOR COSTS</b>	<b>\$27,750.00</b>	<b>\$0.00</b>	<b>\$16,467.20</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$702.00</b>	
<b>TRAINING AND COORDINATION</b>							
FBGPTRA BOARD AND COMMITTEE MEETINGS	72		36			12	120
PPM MEETINGS & COORDINATION	120		80				200
SECTION DESIGN	200	100	250		40	40	630
STAKEHOLDER MEETINGS	40		40		16	8	104
SPECIAL EXHIBITS, ESTIMATES, ETC.	40		40	24	24		128
HOURS SUBTOTAL	472	100	446	24	80	60	
<b>SUBTOTAL LABOR COSTS</b>	<b>\$88,500.00</b>	<b>\$18,750.00</b>	<b>\$59,228.80</b>	<b>\$2,496.00</b>	<b>\$10,840.00</b>	<b>\$3,510.00</b>	
<b>MANAGEMENT</b>							
DOCUMENT CONTROL / PROJECT FILE ADMINISTRATION	40		40			96	176
HOURS SUBTOTAL	40	0	40	0	0	96	
<b>SUBTOTAL LABOR COSTS</b>	<b>\$7,600.00</b>	<b>\$0.00</b>	<b>\$5,312.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,516.00</b>	
<b>DESIGN AND FILE PREPARATION</b>							
SECTION & SPECIALTY DESIGN PTM REVIEWS	520	120	1024	80	200		1944
PS&E DOCUMENT REVIEWS	40		80				120
PREPARE BID BOOKS & COST ESTIMATES	80		150	80		120	430
ASSEMBLE FINAL PLANS	40		40	40		20	140
HOURS SUBTOTAL	680	120	1294	200	200	140	
<b>SUBTOTAL LABOR COSTS</b>	<b>\$127,500.00</b>	<b>\$22,600.00</b>	<b>\$171,843.20</b>	<b>\$20,800.00</b>	<b>\$27,100.00</b>	<b>\$8,190.00</b>	
<b>PRE-BID MEETINGS AND RFIS</b>							
PRE-BID MEETINGS AND RFIS	20		20		8	4	52
BID TABULATIONS	16		24		40	20	100
HOURS SUBTOTAL	36	0	44	0	48	24	
<b>SUBTOTAL LABOR COSTS</b>	<b>\$6,750.00</b>	<b>\$0.00</b>	<b>\$5,843.20</b>	<b>\$0.00</b>	<b>\$6,804.00</b>	<b>\$1,404.00</b>	

EXHIBIT B-1  
ADDITIONAL SERVICES

ATTACHMENT B  
COMPENSATION FOR SCOPE OF SERVICES  
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

BROWN & GAY ENGINEERS, INC.

PROGRAM MANAGEMENT ENGINEERING

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR CADD	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR	\$187.50	\$187.50	\$132.80	\$104.00	\$135.50	\$58.50	
<b>TRUCKING AND LOCAL GOVERNMENT COORDINATION</b>							
TRUCK AND LOCAL GOVERNMENT COORDINATION	120		80		20	16	236
UPRR COORDINATION	40		36			8	84
UTILITY COORDINATION	40		80		24	16	160
HOURS SUBTOTAL	200	0	196	0	44	40	
SUBTOTAL LABOR COSTS	\$37,500.00	\$0.00	\$26,028.80	\$0.00	\$5,962.00	\$2,340.00	
<b>CONSTRUCTION DESIGN COORDINATION</b>							
GEOTECHNICAL COORDINATION	20	20	48				88
TOLLING COORDINATION	80		60				140
SIGNING/ILLUMINATION COORDINATION	40		40				80
PAVEMENT MARKINGS COORDINATION	30		40				80
DRAINAGE MITIGATION REPORT	20		24				80
TRAFFIC SIGNAL DESIGN	24		24				80
HOURS SUBTOTAL	214	20	236	0	0	0	48
SUBTOTAL LABOR COSTS	\$40,125.00	\$3,760.00	\$31,340.80	\$0.00	\$0.00	\$0.00	



EXHIBIT B-1  
ADDITIONAL SERVICES

ATTACHMENT B  
COMPENSATION FOR SCOPE OF SERVICES  
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

BROWN & GAY ENGINEERS, INC.

PROGRAM MANAGEMENT ENGINEERING

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
<b>DIRECT EXPENSES</b>				
MILEAGE	1000	\$0.51	MI	
DELIVERY (SMALL)	60	\$20.00	EA	
DELIVERY (LARGE)	30	\$40.00	EA	
COPIES (GENERAL)	2000	\$0.05	EA	
COPIES FOR SUBMITTAL	30	\$400.00	EA SUBMITTAL	
ADVERTISEMENT (REGIONAL)	15	\$2,200.00	EA	
ADVERTISEMENT (LOCAL)	18	\$400.00	EA	
<b>SUBTOTAL DIRECT EXPENSES</b>				

DESCRIPTION	HRS BY WORK TASK	TOTAL COSTS BY WORK TASK
<b>DIRECT LABOR COSTS</b>		
PROGRESS REPORTING AND INVOICING		
MEETINGS AND COORDINATION		
FILE MANAGEMENT		
DESIGN AND PS&E PREPARATION		
BIDDING		
UTILITY, TxDOT & LOCAL GOVERNMENT COORDINATION		
CORRIDOR WIDE DESIGN COORDINATION		
<b>TOTAL LABOR COSTS</b>		

<b>TOTAL COSTS FOR COMPENSATION FOR SCOPE OF SERVICES ONLY</b>	\$792,153.00
<b>NON-SALARY (DIRECT EXPENSES)</b>	\$55,210.00
<b>TOTAL COMPENSATION FOR SCOPE OF SERVICES</b>	

## **Attachment C**

The Engineer shall furnish certificates of insurance to the FBGPTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBGPTRA with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
  - \$2,000,000 general aggregate limit
  - \$1,000,000 each occurrence, combined single limit
  - \$2,000,000 aggregate Products, combined single limit
  - \$1,000,000 aggregate Personal Injury/Advertising Liability
  - \$50,000 Fire Legal Liability
  - \$5,000 Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

The FBGPTRA and the FBGPTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the FBGPTRA and the FBGPTRA's Directors, with the exception of insurance required under paragraph "e."

