

**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT OF JUNE 18, 2014
FOR
ENGINEERING SERVICES**

This Supplemental Agreement is made and entered into this 17th day of December, 2014, and modifies the ENGINEERING SERVICES AGREEMENT between Brown & Gay Engineers, Inc. and Fort Bend County Toll Road Authority (the "Authority"), dated June 18, 2014 for engineering consulting and management services for various projects (the "Agreement").

The agreement is hereby modified as follows:

1. The Scope of Services are amended to include the additional services as described in Attachment A-1, which are made part of this Supplemental Agreement.
2. The first and second paragraphs of 2. Compensation and Payment, a. are deleted and replaced with the following:

"Compensation for the performance of the Services defined in Attachment A and A-1 will be paid based on actual hourly billing rates and expenses, as shown in Attachment B and B-1."

3. The first paragraph of 3. Time of Performance: is deleted and replaced by the following:

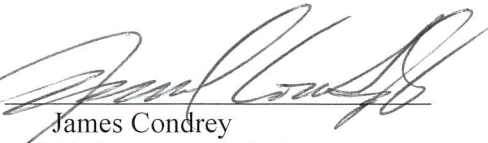
"It is understood and agreed that the time for performance of the Engineer's services under Attachment A shall begin with receipt of the Notice to Proceed and end on June 1, 2015. Services performed under Attachment A-1 shall be completed within a time frame as agreed upon with the Authority."

This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

[Remainder of page intentionally left blank.]

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

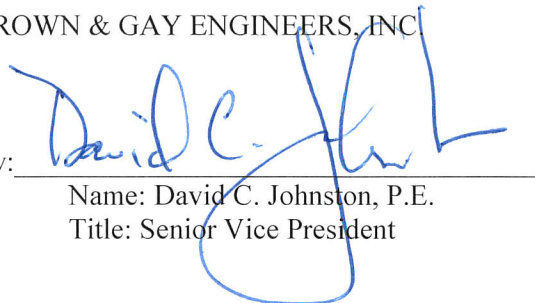
FORT BEND COUNTY TOLL ROAD
AUTHORITY,

By: 
James Condrey
Chairman, Board of Directors

ATTEST:

By: 
~~Charles Rencher~~ William D. Rencher, III
Asst. Secretary, Board of Directors

BROWN & GAY ENGINEERS, INC

By: 
Name: David C. Johnston, P.E.
Title: Senior Vice President

SUPPLEMENTAL AGREEMENT NO. 1
ATTACHMENT A-1

ADDITIONAL SERVICES

General: The Engineer will provide additional engineering consulting and management services on as-needed basis to the Authority. The additional services may include but not limited to the following:

1. Attend Board meetings, provide reports, presentations, and engineering recommendations to the Board, assist with agenda development, respond to Board inquiries, and complete other tasks as approved by the Board.
2. Assist with the management of the various engineering and construction inspection consultants engaged by the Authority.
3. Review engineering and construction invoices.
4. Direct, instruct, review, and evaluate the work activities of Authority's contractors, engineers, maintenance vendors, consultants, etc.
5. Provide construction engineering management for construction projects, including inspection, field reviews, change orders, RFI's, shop drawing reviews, and document control.
6. Review access and utility permit requests
7. Assist with maintenance and archiving of engineering plans and specifications of completed projects.
8. Coordinate with and assist the Fort Bend County Engineer's office, TxDOT, and other local governmental entities.
9. Assist with the planning, design, contracting/procurement, project administration, and completion of capital projects, including related warranty periods.
10. Provide engineering drawings and calculations for work not under contract with other engineering consultants.
11. Assist with the preparation of the annual operating, capital project, and reserve budgets in cooperation with the bookkeeper and the other consultants employed by the Authority.
12. Assist with the maintenance and operations of all Authority owned assets.
13. Assist with studies for maintenance, rehabilitation, and replacement, as appropriate, for the Authority's assets.

14. Attend and/or facilitate community meetings related to or affecting the Authority as required.
15. Coordinate communication, education, and outreach initiatives for the Authority.
16. Perform any other duties as approved by the Board.

SUPPLEMENTAL AGREEMENT NO. 1
ATTACHMENT B-1

**BROWN & GAY ENGINEERS, INC.
2014 ENGINEERING BILLING FEES**

The Engineering fee for hourly services, except Surveying which is addressed below, shall be determined by using a multiplier of 2.5 as the Overhead and Profit Factor, times Direct Personnel Expense. Direct Personnel Expense is hereby defined as 1.3 times actual salary paid to the employee. Current billing range is as follows:

<u>Employee Title Category</u>	<u>Billing Rate Range</u>
Engineer VIII	\$297 - \$369
Engineer VI, VII	\$156 - \$328
Engineer V	\$117 - \$221
Engineer IV	\$107 - \$144
Engineer III	\$99 - \$148
Engineer I, II	\$83 - \$115
CAD Technician I, II, III	\$37 - \$115
Designer I, II, III	\$77 - \$176
CAD/Design Production Manager	\$137 - \$169
Platting Services	\$52 - \$176
GIS Services	\$48 - \$180
Scheduler I, II, III	\$135 - \$218
Construction Tech I, II	\$82 - \$205
Inspector I, II, III	\$49 - \$145
Chief of Inspectors	\$108 - \$153
Environmental Services	\$56 - \$246
Party Chief I, II (Survey Crew)	(1)
Survey Technician I, II, Senior	\$56 - \$116
Project Surveyor I, II, Manager	\$119 - \$157
Chief of Parties, Surveying Director	\$96 - \$230
Administrative Assistant I, II, III	\$49 - \$95

(1) All surveying will be based on the hourly rate for field surveying being charged by BGE at the time work is done (currently \$120 per field crew hour). The hourly rate includes imputed costs for survey equipment, vehicles, materials such as stakes, flagging and iron rods and for personnel.

Should Global Positioning System (GPS) surveying be used on the project, an additional charge of \$35 per hour will be charged for equipment.