

**SUPPLEMENTAL AGREEMENT NO. 7  
TO  
AGREEMENT OF April 18, 2012  
FOR  
ENGINEERING SERVICES for  
Fort Bend Grand Parkway Toll Road, Segment D**

This Supplemental Agreement is made and entered into this 18<sup>th</sup> day of November, 2015, and modifies the ENGINEERING SERVICES AGREEMENT between Fort Bend Grand Parkway Toll Road Authority and RS&H, Inc., dated April 18, 2012 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 sentence:

“The Maximum Compensation under this contract is \$957,424.53.”

2. The second paragraph of Section 2.a is replaced with the following paragraph:

“Compensation for performance of services within the Scope of Services described in Attachment A and Exhibit A-7 shall be in accordance with the billing rates shown in Attachment B and Exhibit B-7. The compensation for additional services described in Exhibit A-7 is \$119,785.29 as shown in Exhibits A-7 and B-7. The maximum amount payable under this agreement shall not exceed \$957,424.53. Progress payments for work detailed in Attachment A and Exhibit A-7 will be made when the Engineer has attained a level of completion equal to or greater than the agreed upon milestones of completion in the reasonable opinion of FBGPTRA.”

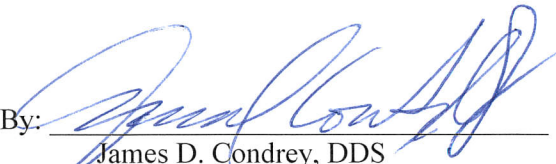
3. The Scope of Services shown in Attachment A shall be expanded to include Exhibit A-7, attached hereto.
4. The Compensation for Scope of Services shown in Attachment B shall be expanded to include Exhibit B-7, attached hereto.


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

Supplemental Agreement No. 7  
To Agreement of April 18, 2012

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

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

By:   
James D. Condrey, DDS  
Chairman, Board of Directors

ATTEST:   
By: \_\_\_\_\_

RS&H, INC.

By:   
\_\_\_\_\_

Name: Donald R. Glenn

Title: Vice President, South Central Region Director

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

**EXHIBIT A-7  
ATTACHMENT A  
SUPPLEMENTAL AGREEMENT NO. 7  
ADDITIONAL SCOPE OF SERVICES**

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY  
TOLL COLLECTION SYSTEM MAINTENANCE AND OPERATIONS SUPPORT**

**BACKGROUND**

The Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) operates a tolled highway within Fort Bend County, Texas. Ongoing toll systems maintenance and operations consulting support is needed to assist with contractor oversight, toll system vendor oversight, and interoperable partner coordination.

**SCOPE**

Specific details of these services consist of the following:

1. Participate in Project Meetings, Workshops (if necessary), and Presentations with:
  - a. FBGPTRA
  - b. Consultants
  - c. Others (as requested)
2. Assist the Authority in monitoring the roadside toll collection systems and violation processing systems to ensure:
  - a. Compliance with contractual performance measures
  - b. Transaction level reconciliation
    - i. Routine transaction roadside audits
    - ii. Routine Lane to VPS to IOP reconciliations
    - iii. Scripted driving tests
  - c. Financial reconciliation
    - i. Routine Lane to VPS to IOP reconciliations
  - d. Scripted driving tests and revenue posting
  - e. Adherence to business rules

- i. Routine reviews
  - f. Viability and Disaster Recover and Business Continuity processes and plans
  - g. Operational compliance
    - i. Operational testing
- 3. Assist the Authority in coordination with interoperable partners coordination and interoperable hub reconciliation
  - a. Participate in IOP status meetings
  - b. Review monthly reconciliations and adjustments
  - c. Review IOP Hub enhancements or modifications
  - d. Determine if FBGPTRA changes affect IOP partners
  - e. Participate in IOP issues and resolution process
- 4. Provide assistance to the Authority when implementing system enhancements, bug fixes, and ongoing system maintenance
  - a. Review change requests and/or release notes for any system modifications
  - b. Monitor any system hardware, software, and configuration changes
- 5. Provide professional services related to tolling infrastructure design, coordination, and conceptual planning as required
- 6. Provide FBCTRA periodic updates with regard to toll industry trends in technology, legislation, funding, etc.

#### **TERM OF SERVICE**

Services shall be provided from October 1, 2015 through September 30, 2016.

#### **COMPENSATION**

RS&H, Inc. will perform the scope of services outlined above in the amount not-to-exceed \$119,785.29.

**EXHIBIT B-7  
 ATTACHMENT B  
 SUPPLEMENTAL AGREEMENT NO. 7  
 ADDITIONAL SCOPE OF SERVICES**

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY  
 TOLL COLLECTION SYSTEM MAINTENANCE AND OPERATIONS SUPPORT**

Exhibit B Fee Estimate															
November 2015 through September 2016															
Name	Role	Rate	1	2	3	4	5	6	7	8	9	10	11	Hours	Cost
Palmer	Project Manager	\$273.74	8	8	8	8	8	8	8	8	7	6	6	83	\$22,720.53
Raines	Sr. System Integrator	\$220.25	38	38	38	38	38	38	38	38	38	38	38	418	\$92,064.75
Davis	Contract Specialist	\$98.39												0	\$0.00
Farmer	Project Controls	\$162.25												0	\$0.00
Goldstein	Engineer	\$207.18												0	\$0.00
Scheid	Engineer	\$126.18												0	\$0.00
			46	46	46	46	46	46	46	46	45	44	44	501	\$114,785.29
														Expenses	\$5,000.00
														Total	\$119,785.29