

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
AGREEMENT OF July 26, 2016  
FOR  
ENGINEERING SERVICES AGREEMENT for  
Fort Bend Grand Parkway Toll Road, Segment D, Brazos River Erosion Study**

This Supplemental Agreement is made and entered into this 21<sup>st</sup> day of September, 2016, and modifies the ENGINEERING SERVICES AGREEMENT made with Freese and Nichols, Inc., dated July 26, 2016 for the study of the Brazos River erosion at Segment D, as amended.

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 \$261,700.79.”

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-1 shall be in accordance with the billing rates shown in Attachment B. The compensation for additional services described in Exhibit A-1 is \$51,547.08 as shown in Exhibit B-1. Progress payments for work detailed in Attachment A and Exhibit A-1 will be made when the Contractor 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-1, attached hereto.

4. The Compensation for Scope of Services shown in Attachment B shall be expanded to include Exhibit B-1, attached hereto.

5. Section 3 is replaced with the following paragraph:

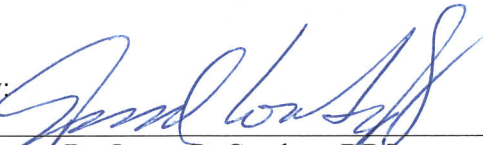
“It is understood and agreed that the time for performance of the Engineer’s services under this Agreement shall begin with receipt of the Notice to Proceed and end December 31, 2016.”

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.

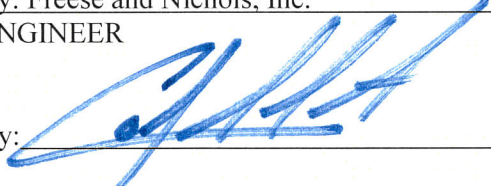
FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY, a local government Texas  
Corporation

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

ATTEST:

By:   
\_\_\_\_\_  
Asst. Secretary, Board of Directors

By: Freese and Nichols, Inc.  
\_\_\_\_\_  
ENGINEER

By:   
\_\_\_\_\_  
Name: Cody Cockroft, P.E.  
\_\_\_\_\_  
Title: Vice President

**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-1

### Fort Bend County Grand Parkway Toll Road Authority Brazos River and SH 99 Shoreline Erosion Study Preliminary Engineering Report, Additional Services Scope of Services

Freese and Nichols, Inc. (FNI) presents this addendum to the scope of work (SOW) for additional professional services for the Brazos River and SH 99 Shoreline Erosion Study (Project). FNI is currently under contract to perform an erosion study for the SH99 Grand Parkway at the Brazos River. After meeting with local districts adjacent to the Grand Parkway project site and Army Corps of Engineers Galveston District and Engineering Research and Design Center (ERDC), it was mutually agreed that the bank degradation is not exclusive to the bridge location and the field investigation and study area should be expanded, in part, to take advantage of the already mobilized sub-consultant work force and equipment.

In general, this SOW will provide for the following additional services to be included in the Preliminary Engineering Report (PER): the collection and review of existing topographic lidar data, conducting bathymetric surveys, an engineering dive assessment of existing submerged structural bridge abutments at I-69, hydraulic and hydrologic assessment of existing conditions, and environmental services related to regulatory requirements associated with the alternatives.

#### TASK 1.00 Project Management / General Items (Additional Services)

1. Site visits during PER phase, as necessary, not to exceed two (2) visits for the expanded project area.

#### TASK 2.00 Data Collection (Additional Services)

**Bathymetric survey:** The expanded data collection will provide for bathymetric data 3,000-ft upstream and 3,000-ft downstream of the current project area. This will provide bathymetric surveys of the river bottom and shoreline embankment in the immediate vicinity of the expanded project site. Additionally, readily available topographic lidar data will be obtained for integration into a combined dataset for input into numerical modeling program. The additional bathymetric survey will be implemented with a change order for the subcontractor currently mobilized at the project site. See Specialty Devices Scope of Work (Attachment A-1).

**Dive Inspection:** FNI will provide a change order for the professional diving inspection firm currently under contract, to include a visual inspection of the I-69 bridge abutments. The inspection will provide photographic imagery, if conditions allow, and a summary report of findings. The report will be included as an Appendix in the PER.

#### Fee Breakdown

<b>TASK 1.00</b> Project Management / General Items =	\$5,186
<b>TASK 2.00</b> Data Collections (Survey and Dive Inspection) =	\$5,519
Expenses	\$ 270
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Sub 1 Bathymetry (Specialty Devices, Inc.)	\$33,671
Sub 2 Dive Inspection (Apex Divers)	\$ 6,900

**Total = \$51,546**

**EXHIBIT B-1****SUMMARY  
COMPENSATION FOR SCOPE OF SERVICES  
LUMP SUM**

<b>TASK</b>	<b>Description</b>	<b>Freese &amp; Nichols</b>	<b>Bathymetric Survey Subconsultants</b>	<b>Dive Inspection Subconsultants</b>	<b>Geotechnical Subconsultant</b>	<b>Totals</b>
1	Project Management / General Items	\$ 5,186.44	\$ -	\$ -	\$ -	\$ 5,186.44
2	Data Collection	\$ 5,519.64	\$ -	\$ -	\$ -	\$ 5,519.64
	Expenses	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00
Sub1	Bathymetry (Specialty Devices, Inc.)	\$ -	\$ 33,671.00	\$ -	\$ -	\$ 33,671.00
Sub2	Dive Inspection (Apex Divers)	\$ -	\$ -	\$ 6,900.00	\$ -	\$ 6,900.00
Sub3	Geotechnical Investigation (Terracon)	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>TOTALS</b>	\$ 10,976.08	\$ 33,671.00	\$ 6,900.00	\$ -	\$ 51,547.08