

**SUPPLEMENTAL AGREEMENT NO. 3  
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 19<sup>th</sup> day of July, 2017, 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 \$689,767.25.”
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 thru A-3 shall be in accordance with the billing rates shown in Attachment B. The compensation for additional services described in Exhibit A-3 is billed hourly and not to exceed \$30,000.00 as shown in Exhibit B-3. Payments for work detailed in Attachment A and Exhibit A-1 thru A-3 will be made as such work is performed.”
3. The Scope of Services shown in Attachment A shall be expanded to include Exhibit A-3, attached hereto.
4. The Compensation for Scope of Services shown in Attachment B shall be expanded to include Exhibit B-3, 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 January 31, 2018.”

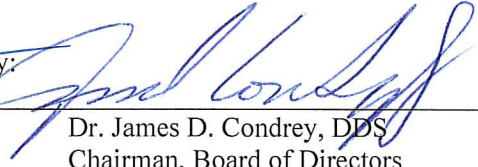
This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

**[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

  
\_\_\_\_\_  
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.: \_\_\_\_\_

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

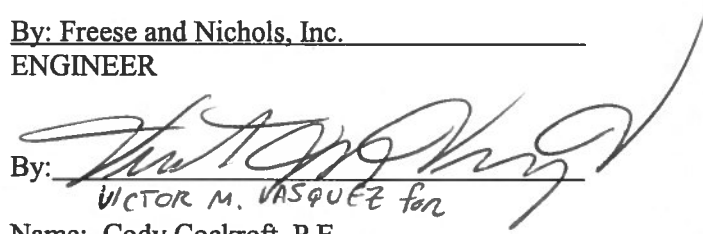
By:

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

ATTEST:

By \_\_\_\_\_  
Secretary, Board of Directors

By: Freese and Nichols, Inc.  
ENGINEER

By:   
VICTOR M. VASQUEZ for  
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.

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

## **EXHIBIT A-3**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The work to be performed by the Engineer under this Supplemental Work Authorization consists of providing engineering services for shop drawing review and engineering assistance to the FBGPTRA related to the construction phase of the SH 99 Brazos River Drilled Shaft Wall project.

#### **Construction Phase Services**

The Engineer shall provide Construction Phase Services at the written request of the FBGPTRA project manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

#### **1. Shop Drawing Review**

The Engineer shall review and approve shop drawings prepared and submitted by the contractor or fabricator of materials and work related to the construction of the project.

Distribution of Shop Drawings: The FBGPTRA shall forward to the Engineer for review and approval, the shop drawings submitted by the Contractor. The Engineer shall have a maximum of 7 business days from receipt of the shop drawings to review, approve, stamp and return the shop drawings to the FBGPTRA. This time may be decreased to a lesser and mutually agreeable time limit if the FBGPTRA feels it is necessary in order to avoid delay of construction activities. The Engineer shall return the submission to the FBGPTRA. The FBGPTRA shall distribute the returned review documents to the Contractor or Fabricator.

#### **2. Construction Assistance**

The Engineer shall assist the FBGPTRA on an as needed basis during the duration of the construction phase of the above referenced projects. As requested by the FBGPTRA, the Engineer shall provide assistance as follows:

- Participate in weekly project status meetings.
- Review change orders.
- Attend site visits.
- Respond to Requests For Information (RFIs).
- Provide minor redesign and/or modeling.
- Answer general questions about engineering design basis.
- Provide clarification for Construction Package plan set drawings.

#### **3. Additional Project Related Tasks**

The Engineer shall provide other project related tasks in support of the FBGPTRA during construction, as requested by FBGPTRA. Engineer shall provide a mutually agreed upon time and an estimate of anticipated work effort necessary for completion of each task requested. All additional project related tasks will be compensated in accordance with Exhibit B-3, Compensation.

**FREESE AND NICHOLS, INC.**  
**EXHIBIT B-3**  
**FEE SCHEDULE - HOURLY NOT TO EXCEED**  
**BRAZOS RIVER EROSION**

TASK DESCRIPTION	Group Manager	Engineer V	Engineer IV	Engineer III	Technician IV	TOTAL LABOR HRS. & COSTS
<b>CONSTRUCTION PHASE SERVICES</b>						
1. SHOP DRAWING REVIEW						
REVIEW AND APPROVE SHOP DRAWINGS	8	8	8		6	30
HOURS SUB-TOTALS	8	8	8	0	6	30
<b>2. CONSTRUCTION ASSISTANCE</b>						
REVIEW CHANGE ORDERS	4	4	8			16
ATTEND SITE VISITS	4	4	8	4	4	24
RESPOND TO REQUESTS FOR INFORMATIONS (RFIs)	4	16	16	16		52
OTHER PROJECT RELATED TASKS	8	8	16	16		48
HOURS SUB-TOTALS	20	32	48	36	4	140
CONTRACT RATE PER HOUR * (*rate used for basis of this fee schedule. Rates						
TOTAL LABOR COSTS	\$272.30	\$206.61	\$138.08	\$131.81	\$134.09	
DISTRIBUTION OF HOURS	\$7,624.40	\$8,264.20	\$7,732.48	\$4,745.16	\$1,340.90	\$29,707.14
SUBTOTAL	16.5%	23.5%	32.9%	21.2%	5.9%	100.0%
						\$29,707.14

OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT	TOTAL
Mileage/Copies/Postage				\$292.86
<b>SUBTOTAL DIRECT EXPENSES</b>				<b>\$292.86</b>

<b>SUMMARY</b>	
CONSTRUCTION PHASE SERVICES (FC 309)	\$29,707.14
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$292.86
<b>GRAND TOTAL</b>	<b>\$30,000.00</b>

**COMPENSATION**

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

**Schedule of Charges:**

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Professional - 1	134
Professional - 2	161
Professional - 3	184
Professional - 4	210
Professional - 5	246
Professional - 6	281
Construction Manager - 1	107
Construction Manager - 2	139
Construction Manager - 3	164
Construction Manager - 4	203
CAD Technician/Designer - 1	113
CAD Technician/Designer - 2	148
CAD Technician/Designer - 3	180
Corporate Project Support - 1	109
Corporate Project Support - 2	131
Corporate Project Support - 3	174
Intern/ Coop	66

**Rates for In-House Services****Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

	<b><u>B&amp;W</u></b>	<b><u>Color</u></b>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These rates are subject to annual adjustment. Last Updated February 2015.**

5022015

FNI   
OWNER \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.  
Fort Worth, TX United States

**Certificate Number:**  
2017-266773

**Date Filed:**  
09/29/2017

**Date Acknowledged:**  
11/2/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend Grand Parkway Toll Road Authority

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Brazos River  
Supplemental Agreement-Brazos River SH99 Tangent Wall Service

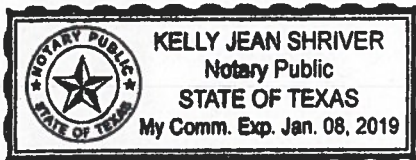
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Taylor, Jeff	Houston, TX United States	X	
	New , John	San Antonio, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Robert	Fort Worth, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Susanne M. Johnson  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Susanne M. Johnson, this the 29th day of September, 2017, to certify which, witness my hand and seal of office.

Kelly Jean Shriver  
Signature of officer administering oath

Kelly Jean Shriver  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath