

**SUPPLEMENTAL AGREEMENT NO. 7
TO
AGREEMENT OF NOVEMBER 16, 2016
FOR PROFESSIONAL SERVICES FOR
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

This Supplemental Agreement is made and entered into this 11th day of July, 2023, and modifies the MASTER SERVICE AGREEMENT between Fort Bend Grand Parkway Toll Road Authority and RS&H, Inc., dated November 16, 2016 for professional services for the Fort Bend Grand Parkway Toll Road Authority.

The agreement is hereby modified as follows:

1. 'Term of Service' listed in Attachment A is replaced with the following:

"Services shall be provided from October 1, 2023 through September 30, 2024 (twelve months).

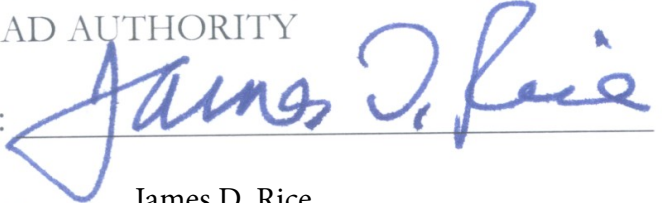
2. 'Compensation' listed in Attachment A is replaced with the following:

"RS&H, Inc. will perform the scope of services outlined in this scope for an amount not-to-exceed \$130,000."

[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

By: 

Name: James D. Rice

Title: Chairman

RS&H, INC.

By: 

Name: Michael J. Davis

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.: _____

ATTACHMENT A
ADDITIONAL SCOPE OF SERVICES
(Revised July 6, 2023)

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 tolled highways 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 existing 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, 2023 through September 30, 2024 (twelve months).

COMPENSATION

RS&H, Inc. will perform the scope of services outlined in this scope for an amount not-to-exceed \$130,000.00.

CONTRACTOR VERIFICATION STATEMENT

Reference is made to that certain Supplemental Agreement No. 7 (“Supplemental Agreement”) to MASTER SERVICE AGREEMENT of November 16, 2016, between Fort Bend Grand Parkway Toll Road Authority (the “Authority”) and RS&H, Inc. (the “Contractor”) dated effective as of the date shown below (as supplemented, the “Agreement”). In connection with the foregoing Agreement, Contractor hereby certifies and agrees that it

- (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code,
- (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code;
- (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code;
- (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code;
- (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in 2274.001(3), Texas Government Code; and
- (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

IN WITNESS WHEREOF, THE FOLLOWING INDIVIDUAL AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR HEREBY EXECUTES AND DELIVERS THIS VERIFICATION STATEMENT EFFECTIVE AS OF THE EFFECTIVE DATE OF THE SUPPLEMENTAL AGREEMENT:

RS&H, INC.

By: Michael J. Davis

Name: Michael J. Davis

Title: Vice President