

**SUPPLEMENTAL AGREEMENT NO. 4 TO
ROAD AND RIGHT-OF-WAY MAINTENANCE AGREEMENT
OF SEPTEMBER 22, 2020
FOR
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 21st day of August, 2023, and modifies the ROAD AND RIGHT-OF-WAY MAINTENANCE AGREEMENT between Fort Bend Grand Parkway Toll Road Authority (the “Authority”) and ISI Contracting Inc. (the “Contractor”), dated September 22, 2020, for professional services for the Fort Bend Grand Parkway Toll Road Authority.

The Agreement is hereby modified as follows:

1. Section A.03 Litter Removal in Exhibit A is replaced with the following:

Section A.03 Litter Removal. Litter Removal will be performed as stated in TxDOT Standard Specifications - Item 734. The item will be measured by the cycle and a separate cost provided for each road. A Litter Removal cycle will be performed bi-weekly on all roads. Each road will observe a minimum of two (2) days between Litter Removal operations. The limits of Litter Removal include the entire right-of-way for each road.

2. Section A.04 Debris Removal in Exhibit A is replaced with the following:

Section A.04 Debris Removal. Debris Removal will be performed as stated in TxDOT Standard Specifications - Item 735. The item will be measured by the cycle and a separate cost provided for each road. A Debris Removal cycle will be performed twice daily, one cycle in the morning and another in the afternoon, every weekday on all roads. The limits of Debris Removal include all paved surfaces on all roads. The line item cost for each road should aggregate the total cost for the following Debris Removal work methods: Center Medians and Main lanes, Frontage Roads, and Entrance and Exit Ramps. Debris Removal shall be completed in accordance with Priority 1 of Section 1.05 - Service Response Prioritization.

3. The Authority and Contractor approve the updated contract quantities listed in the Pricing Form shown on the attached **Exhibit B**, which replaces the prior Exhibits B, B2, and B3.

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

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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: James D. Rice
Name: James D. Rice
Title: Chairman

ISI CONTRACTING, INC.

By: Mikel Peterson
Print Name: MIKEL PETERSON
Title: DIVISION MANAGER

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 B
PRICING FORMS

ROAD	ITEM NO	ITEM DESCRIPTION	UNIT	CNTRCT QTY.	UNIT COST	EXT. COST	SELF-PERFORMED
FBP	1000-6001	ROAD INSPECTION	CYC	52	\$272.00	14,144.00	Y
GP	1000-6001	ROAD INSPECTION	CYC	52	\$550.00	28,600.00	Y
WPT	1000-6001	ROAD INSPECTION	CYC	52	\$272.00	14,144.00	Y
FBP	1000-6002	ILLUMINATION INSPECTION	CYC	12	\$225.00	2,700.00	Y
GP	1000-6002	ILLUMINATION INSPECTION	CYC	12	\$225.00	2,700.00	Y
WPT	1000-6002	ILLUMINATION INSPECTION	CYC	12	\$225.00	2,700.00	Y
FBP	0734-6002	LITTER REMOVAL	CYC	104	\$1,000.00	104,000.00	Y
GP	0734-6002	LITTER REMOVAL	CYC	104	\$1,900.00	197,600.00	Y
WPT	0734-6002	LITTER REMOVAL	CYC	104	\$1,500.00	156,000.00	Y
FBP	0735-6001	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMPS)	CYC	520	\$250.00	130,000.00	Y
GP	0735-6001	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMPS)	CYC	520	\$300.00	156,000.00	Y
WPT	0735-6001	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMPS)	CYC	520	\$300.00	156,000.00	Y
FBP	0738-6001	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	\$3,500.00	42,000.00	N
GP	0738-6001	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	\$8,000.00	96,000.00	N
WPT	0738-6001	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	\$3,500.00	42,000.00	N
FBP	7013-6001	VACUUM CLEAN DRAIN INLETS AND RACEWAYS	CYC	12	\$2,300.00	27,600.00	Y
GP	7013-6001	VACUUM CLEAN DRAIN INLETS AND RACEWAYS	CYC	12	\$3,500.00	42,000.00	Y
WPT	7013-6001	VACUUM CLEAN DRAIN INLETS AND RACEWAYS	CYC	12	\$2,300.00	27,600.00	Y
FBP	7013-6002	VACUUM CLEANING OF BRIDGE JOINTS	CYC	12	\$5,500.00	66,000.00	Y
GP	7013-6002	VACUUM CLEANING OF BRIDGE JOINTS	CYC	12	\$4,200.00	50,400.00	Y
WPT	7013-6002	VACUUM CLEANING OF BRIDGE JOINTS	CYC	12	\$2,800.00	33,600.00	Y
FBP	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$2,000.00	24,000.00	Y
GP	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$2,000.00	24,000.00	Y
WPT	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$2,000.00	24,000.00	Y
SUB-TOTAL - ROUTINE OPERATIONS AND MAINTENANCE:						1,463,788.00	
ROAD	ITEM NO	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	EXT. COST	SELF-PERFORMED
ALL	0104-6021	REMOVING CONC (CURB)	LF	700	\$1.00	700.00	Y
ALL	0104-6054	REMOVING CONC (MOW STRIP)	LF	500	\$9.00	4,500.00	Y
ALL	0150-6002	BLADING	HR	20	\$106.00	2,120.00	Y
ALL	0361-6004	FULL - DEPTH REPAIR CRCP (10")	SY	250	\$270.00	67,500.00	Y
ALL	0361-6005	FULL - DEPTH REPAIR CRCP (11")	SY	250	\$290.00	72,500.00	Y
ALL	0361-6006	FULL - DEPTH REPAIR CRCP (12")	SY	250	\$310.00	77,500.00	Y
ALL	0361-6006	FULL- DEPTH REPAIR CRCP (13")	SY	250	\$315.00	78,750.00	Y
ALL	0416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LF	50	\$75.00	3,750.00	Y
ALL	0416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LF	50	\$110.00	5,500.00	Y
ALL	0432-6001	RIPRAP (CONC) (4 IN)	CY	200	\$300.00	60,000.00	Y
ALL	0512-6001	PORT CTB (FUR & INST)	LF	300	\$82.00	24,600.00	Y
ALL	0512-6087	PORT CTB (ALIGNING)	LF	3,000	\$4.00	12,000.00	Y
ALL	0529-6002	CONC CURB (TYPE II)	LF	800	\$6.00	4,800.00	Y
ALL	6001-9001	PORTABEL CHANGEABLE MESSAGE SIGNS (RELOCATED)	EA	1	\$105.43	105.43	Y
ALL	0636-6001	ALUMINUM SIGNS (TY A)	SF	1,000	\$17.00	17,000.00	Y
ALL	0636-6002	ALUMINUM SIGNS (TY G)	SF	500	\$18.00	9,000.00	Y
ALL	0636-6007	REPLACE EXISTING ALUMINUM SIGNS (TY A)	SF	1,000	\$18.00	18,000.00	Y
ALL	0644-6001	IN SM RD SN SUP & ASSM TY10BWG(1) SA(P)	EA	250	\$350.00	87,500.00	Y
ALL	0658-6004	INSTL DEL ASS (D-SW)SZ 1(FX)JSRF	EA	250	\$100.00	25,000.00	Y
ALL	0658-6013	INSTL DEL ASSM (D-SW) SZ (BRF) CTB	EA	250	\$5.00	1,250.00	Y
ALL	0658-6015	INSTL DEL ASSM (D-SW)SZ (BRF) GF1	EA	250	\$13.00	3,250.00	Y
ALL	0658-6026	INSTL DEL ASSM (D-SY) SZ (BRF) CTB	EA	250	\$5.00	1,250.00	Y
ALL	0658-6027	INSTL DEL ASSM (D-SY) SZ (BRF) CTB (BI)	EA	250	\$5.00	1,250.00	Y
ALL	0658-6028	INSTL DEL ASSM (D-SY)SZ (BRF)GF1	EA	250	\$13.00	3,250.00	Y

ALL	0658-6036	INSTL DEL ASSM (D-DW) SZ 1 (FLX) GND	EA	50	\$42.00	2,100.00	Y
ALL	0658-6047	INSTL OM ASSM (OM-2Y) (WC) GND	EA	50	\$45.00	2,250.00	Y
ALL	0658-6059	INSTL DEL ASSM (OM-4)(FLX)GND	EA	50	\$190.00	9,500.00	Y
ALL	0658-6061	INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2	EA	50	\$25.00	1,250.00	Y
ALL	0658-6064	INSTL DEL ASSM (D-SY) SZ 1 (BRF) GF2	EA	50	\$25.00	1,250.00	Y
ALL	0658-9001	INSTL OM ASSM (OM-4)(TWT)(WAS)	EA	50	\$190.00	9,500.00	Y
ALL	0658-9002	INSTL OM ASSM (OM-1)(EXIST SIGN POST)	EA	50	\$75.00	3,750.00	Y
ALL	0685-6007	REPAIR RDSO FLASH BEACON ASSEMBLY	EA	20	\$500.00	10,000.00	Y
ALL	0700-6004	POTHOLE REPAIR (STANDARD)	LB	7,000	\$10.00	70,000.00	Y
ALL	0713-6003	JT SEALING AND CLEANING (LNGT CNSTR JTS)	LF	2,500	\$5.00	12,500.00	Y
ALL	0713-6004	JT SEALING AND CLEANING (EXPANSION JTS)	LF	2,500	\$33.00	82,500.00	Y
ALL	0713-6005	CRACK CLEANING AND SEALING (JCP)	LF	1,500	\$5.00	7,500.00	Y
ALL	0720-6004	FIBER REINFORCED PATCHING MATERIALS	LB	14,000	\$2.90	40,600.00	Y
ALL	0731-6007	PAVEMENT EDGES, STRUCTURES & FIXTURES	MI	25	\$200.00	5,000.00	Y
ALL	0734-6003	LITTER REMOVAL (SPOT)	AC	10	\$80.00	800.00	Y
ALL	0735-6007	DEBRIS REMOVAL (SPOT)	MI	25	\$95.00	2,375.00	Y
ALL	0738-6010	CLEANING / SWEEPING (SPOT)	EA	25	\$800.00	20,000.00	N
ALL	0738-6011	CLEANING / SWEEPING (HANDWORK)	SY	25,000	\$2.00	50,000.00	Y
ALL	0738-9004	CLEANING / SWEEPING (CTB DRAINAGE SLOTS)	LF	1,000	\$4.34	4,340.00	Y
ALL	0740-6002	REMOVE GRAFFITI (PAINTING)	SF	500	\$1.10	550.00	Y
ALL	0764-6001	DRAIN INLET CLEANING	EA	200	\$95.00	19,000.00	Y
ALL	0764-6021	SLOTTED DRAIN CLEANING	LF	1,000	\$9.00	9,000.00	Y
ALL	0770-6001	REPAIR RAIL ELEMENT (W - BEAM)	LF	500	\$15.00	7,500.00	Y
ALL	0770-6002	REPAIR RAIL ELEMENT (THRIE - BEAM)	LF	100	\$30.00	3,000.00	Y
ALL	0770-6003	REPAIR RAIL ELEMENT (THRIE-BM TRANS TO W-BM)	LF	100	\$20.00	2,000.00	Y
ALL	0770-6004	REPAIR RAIL ELEMENT (T4S)	LF	100	\$5.00	500.00	Y
ALL	0770-6012	REM / REPL TIMBER POST W / O CONC FND	EA	50	\$32.00	1,600.00	Y
ALL	0770-6014	REM / REPL TIMBER POST W / CONC FND	EA	50	\$40.00	2,000.00	Y
ALL	0770-6021	REPLACE SINGLE GDRAIL TERMINAL RAIL	LF	500	\$26.00	13,000.00	Y
ALL	0770-6022	REPLACE SINGLE GDRAIL TERMINAL POST	EA	50	\$55.00	2,750.00	Y
ALL	0770-6023	REPAIR OF TERMINAL ANCHOR POSTS	EA	50	\$5.00	250.00	Y
ALL	0770-6024	REPLACE TERMINAL ANCHOR POSTS	EA	50	\$5.00	250.00	Y
ALL	0770-6028	REPL SINGLE GDRAIL TERM IMPACT HEAD	EA	10	\$950.00	9,500.00	Y
ALL	0770-6029	REM & RESET SGT IMPACT HEAD	EA	10	\$100.00	1,000.00	Y
ALL	0770-6030	REPLACE SGT CABLE ASSEMBLY	EA	10	\$105.00	1,050.00	Y
ALL	0770-6031	REPLACE SGT CABLE ANCHOR	EA	10	\$85.00	850.00	Y
ALL	0770-6032	REPLACE SGT CABLE STRUT	EA	10	\$60.00	600.00	Y
ALL	0770-6033	REPLACE SGT CABLE OBJECT MARKER	EA	10	\$30.00	300.00	Y
ALL	0774-6010	REPAIR (REACT)	EA	20	\$950.00	19,000.00	Y
ALL	0774-6013	REPAIR (NARROW REACT 350)	EA	20	\$950.00	19,000.00	Y
ALL	0774-6023	REPAIR REACT (N) (MISC HARDWARE)	LF	50	\$900.00	45,000.00	Y
ALL	0774-6024	REPAIR REACT (N) (REAR SEC "S")	EA	20	\$500.00	10,000.00	Y
ALL	0774-6025	REPAIR REACT (N) (REAR SEC "B")	EA	20	\$500.00	10,000.00	Y
ALL	0774-6026	REPAIR REACT (N) (FRONT SECTION)	EA	20	\$250.00	5,000.00	Y
ALL	0774-6027	REPAIR REACT (N) (CYLINDERS)	EA	20	\$2,800.00	56,000.00	Y
ALL	0774-6044	REMOVE AND REPLACE (SMTC)(N)	EA	10	\$25,000.00	250,000.00	Y
ALL	0774-6045	REPAIR (SMTC)(N)	EA	10	\$1,100.00	11,000.00	Y
ALL	0774-6068	REPAIR (SMTC)(N)	LF	100	\$125.00	12,500.00	Y
ALL	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	36	\$85.00	3,060.00	Y
ALL	6044-6001	REPAIR SMALL RDSO SIGN SUPT & ASSEM	EA	150	\$170.00	25,500.00	Y
ALL	6044-6002	RELOC SMALL RDSO SIGN SUPT & ASSEM	EA	25	\$200.00	5,000.00	Y
ALL	6044-6003	REPLACE SMALL RDSO SIGN SUPT & ASSEM	EA	100	\$300.00	30,000.00	Y
ALL	6044-6004	REMOV SMALL RDSO SIGN SUPT & ASSEM	EA	25	\$30.00	750.00	Y
ALL	9	FORCE ACCOUNT WORK		-	\$75,000.00	75,000.00	-
SUB TOTAL - ON-CALL FACILITY AND EQUIPMENT REPAIRS:						1,567,800.43	
GRAND TOTAL - ROUTINE O&M PLUS ON-CALL FACILITY AND EQUIPMENT REPAIRS:						3,031,588.43	

CONTRACTOR VERIFICATION STATEMENT

Reference is made to that certain Supplemental Agreement No. 4 ("Supplemental Agreement") to Agreement of September 22, 2020, for ROAD AND RIGHT-OF-WAY MAINTENANCE AGREEMENT between Fort Bend Grand Parkway Toll Road Authority (the "Authority") and ISI Contracting 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:

ISI CONTRACTING, INC.

By:  _____

Name: MIKEL PETERSON

Title: DIVISION MANAGER