SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT OF SEPTEMBER 18, 2013 FOR ENGINEERING SERVICES

This Supplemental Agreement is made and entered into this day of April, 2014, and modifies the ENGINEERING SERVICES AGREEMENT between Fort Bend Grand Parkway Toll Road Authority and Halff Associates, Inc. dated September 18, 2013 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 \$172,416.36."

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 will be as follows: The lump sum compensation shall be increased by \$96,000.00, for the additional work shown in Attachment A. The maximum amount payable under this agreement shall not exceed \$172,416.36, as shown in Attachment B. Progress payments for work detailed in Attachment A 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-1, attached hereto.
- 4. The Compensation for Scope of Services shown in Attachment B shall be expanded to include Exhibit B-1, attached hereto.

[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

James D. Condrey, DDS

Chairman, Board of Directors

ATTEST.

By:

HALFF ASSOCIATES, INC.

ENGINEER

Name: Michael Voinis

Title: Vice President

EXHIBIT A-1 ATTACHMENT A SUPPLEMENTAL AGREEMENT NO. 1 ADDITIONAL SCOPE OF SERVICES

OWEN'S ROAD BRIDGE REPAIR

PROJECT DESCRIPTION

The project consists of an existing 255', three-span bridge carrying four lanes of SH 99 traffic over Owens Road. Based on our initial site visits and evaluation report, the heavily skewed bridge is experiencing significant movement at each abutment. The expansion joints at each end of the bridge, which initially should have a gap of roughly 1.75", have been closed by this movement. In addition, the bridge deck appears to have shifted laterally along these expansion joints; the resulting offset between the traffic rails on the bridge and the approach slab is estimated to be about six inches. This movement has led to numerous spalls and cracks in the bridge deck, the traffic rails, and the riprap protecting the embankment.

BASIC DESIGN SERVICES - DESIGN OF REPAIR OPTION1

Halff will complete the design of Repair Option 1, which was presented in the evaluation report to FBGPTRA dated December 19th, 2013.

<u>Construction Documents:</u> Halff will prepare complete construction documents for the work described in Repair Option 1:

- Extension of existing bearing seats
- General bridge jacking guidelines
- Replacement of bearing pads
- Abutment backwall replacement
- Sealed expansion joint replacement
- Approach slab replacement
- Terminal joint replacement
- Spall repair at bridge railings and deck
- Traffic control
- Detour routing for bridge closure during jacking process
- Replacement of permanent striping and barriers

The repair work presented above will be broken in phases to allow one 11' lane of traffic in each direction to remain open except during bridge jacking.

<u>Bidding:</u> Halff Associates will provide consultation and prepare the bid documents during the bidding process for the repair work.

EXCLUSIONS

The scope of work in this proposal specifically excludes the following items. However, these services can be provided or subcontracted for additional fees:

- 1. Construction Administration
- 2. Preparation of calculation submittals

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3. More than two (2) site visits

SCHEDULE

Halff is prepared to commence work on this project immediately upon approval of this proposal. Interim submittals will be provided as requested by the client but will not exceed two (2) interim submittals. Final plans should be completed in ten (10) weeks from our receipt of the Notice to Proceed.

EXHIBIT B-1 ATTACHMENT B SUPPLEMENTAL AGREEMENT NO. 1 ADDITIONAL SCOPE OF SERVICES

OWEN'S ROAD BRIDGE REPAIR

COMPENSATION

Halff will be compensated for labor costs and direct expenses related to basic design services listed above on a lump sum basis. Invoices will be submitted monthly based on the work that has been completed and the expenses that have been incurred. Halff will be compensated in accordance with the following fee schedule:

Civil and Structural Engineering Basic Design Services:

•	Task 1 – Structural Design	\$64,000
•	Task 2 - Roadway/TCP Design	\$25,000
•	Task 3 – Bid Phase Services	\$7,000
	Project Total:	\$96,000

Additional services, if any, will be undertaken by Halff only if authorized in writing. Halff will be compensated for any additional services on a supplemental lump sum fee basis. After a fee agreement has been reached for a requested additional service, separate invoices will be submitted monthly based on the work that has been completed on that additional service.

It is Halff's understanding that a supplemental proposal for construction administration services will be submitted after the bidding process is complete and a decision is made by FBGPTRA to move forward with the repair work.