

**SUPPLEMENTAL AGREEMENT NO. 7
TO
AGREEMENT OF MAY 18, 2011
FOR ENGINEERING SERVICES**

This Supplemental Agreement is made and entered into this 16th day of April, 2014, and modifies the ENGINEERING SERVICES AGREEMENT between Fort Bend Grand Parkway Toll Road Authority and TEDSI Infrastructure Group, Inc., dated May 18, 2011 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 \$710,967.43.”

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 \$32,457.02, for the additional work shown in Attachment A. The maximum amount payable under this agreement shall not exceed \$710,967.43, 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-7, attached hereto.
4. The Compensation for Scope of Services shown in Attachment B shall be expanded to include Exhibit B-7, 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

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

ATTEST: 
By: _____

TEDSI INFRASTRUCTURE GROUP, INC.
ENGINEER

By: 
Jules M. (Jay) Morris, Jr., P.E.
Vice President

**EXHIBIT A-7
ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 7
ADDITIONAL SCOPE OF SERVICES**

SIGNAL TIMING SERVICES

TEDSI Infrastructure Group (TEDSI) perform traffic signal timing services at nine (9) diamond intersections along Grand Parkway Segment D within Fort Bend County. The signalized intersections are listed below, in the order from south to north:

1. SH 99 at New Territory Blvd
2. SH 99 at Sandhill Dr
3. SH 99 at US 90A
4. SH 99 at FM 1464
5. SH 99 at Harlem Rd
6. SH 99 at Mason Rd
7. SH 99 at W Bellfort St
8. SH 99 at Bellaire Blvd
9. SH 99 at FM 1093

Please note that the diamond intersection of SH 99 at W Airport Blvd is currently controlled by a flasher (Flashing red on W Airport and flashing yellow on SH 99), so this intersection is not in the scope.

SIGNAL TIMING SCOPE OF WORK

TEDSI shall perform complete weekday and (if appropriate) weekend traffic signal timing services at the above locations. With the completion of Grand Parkway toll bridges along Segment D, the traffic along frontage road of SH 99 is expected to decrease over time, but during the near term there may be certain fluctuations as the overall corridor normalizes and a balance is struck between mainlane and frontage road demand. With the current school year coming to a close in within the next 6 weeks, and total completion of all overpasses still pending in the field, there is not adequate time to perform a thorough and comprehensive traffic signal optimization on the entire corridor prior to school recess for the summer 2014. Therefore, the express intent of this scope of services is to provide interim measures towards necessary signal timing adjustments, at a variety of required times, up until mid/late September 2014. By that time, school will have resumed and all tolled overpasses will have been finished well prior, and traffic will also have been given ample time to adjust. At that time we will provide a detailed traffic signal timing and optimization effort, including collecting traffic counts, and performing modeling for a variety of signal plans.

TEDSI shall perform the following tasks:

1. TEDSI shall coordinate the work with Mike Stone Associates, Inc.
2. TEDSI shall observe traffic flow during each peak hour (AM, noon and PM and/or weekend). TEDSI shall also check current signal controllers, detections and cabinet hardware and document anything that is not working properly.
3. TEDSI shall make on-site adjustments to the signal phasing and timings as needed based on traffic patterns observed.
4. Based on field observation and engineering judgment, if necessary, TEDSI shall generate coordination timing plans for close-by intersections (such as SH 99 at Sandhill and at US 90A, SH 99 at Mason and W Bellfort etc.), and determine the best cycle length, splits and offsets for the different peak periods such as AM, noon, PM periods.
5. TEDSI shall provide recommendations of any potential intersection improvements available based on field observation, if any.
6. TEDSI shall notify Mike Stone Associates, Inc, when beginning and ending the implementation.
7. TEDSI shall document the timing adjustments on the cabinet timing sheets during implementation. If there are no cabinet timing sheets available, TEDSI shall prepare one paper copy of the signal timing and place it in the signal cabinet after implementation. A *.pdf file of the signal timing shall be e-mailed to Mike Stone Associates, Inc.
8. TEDSI shall provide a Traffic Signal Maintenance Reports for each adjustment within two business days of the visit. Other reports are not necessary under these services unless specifically requested.

COMPENSATION

Our proposed fee for the work as described above will not exceed \$32,457.02. This work will be performed and billed on a time and materials basis, and all monthly invoices will include all-time records and other appropriate documentation of expenditures.