

**SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES AGREEMENT OF
DECEMBER 11, 2018
FOR
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

This Supplemental Agreement is signed in multiple counterparts to be effective on the date approved by the Fort Bend County Commissioners Court, and modifies the ENGINEERING SERVICES AGREEMENT dated December 11, 2018 (the "Agreement") between the Fort Bend Grand Parkway Toll Road Authority, a Texas Local Government Corporation (the "Authority"), and Iteris, Inc. (the "Engineer").

The Agreement is hereby modified as follows:

1. The first sentence in Section 1 is replaced with the following sentence:

"The Engineer shall render professional services to FBGPTRA related to the Project as defined in the Scope of Services in Attachment A, Attachment A-1, and Attachment A-2."

2. Section 2.a is replaced with the following paragraphs:

"The Maximum Compensation under this Agreement is \$415,324.11. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum amount not to exceed \$197,910.44, as shown in Attachment B.

Compensation for the performance of services within the Scope of Services described in Attachment A-1 will be paid as a lump sum amount not to exceed \$192,413.67, as shown in Attachment B-1.

Compensation for the performance of services within the Scope of Services described in Attachment A-2 will be paid as hourly labor rates, and material and labor expenses not to exceed \$25,000, as shown in Attachment B-2.

The Engineer shall furnish satisfactory documentation of such work (e.g. timesheets, billing rates, classifications, invoices, etc.) as may be required by FBGPTRA."

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

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as follows:

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a Texas local government corporation

By: *Shoukat Dhanani*
Shoukat Dhanani (Sep 17, 2020 16:24 CDT)

Name: Shoukat Dhanani

Title: Board Chairman

ITERIS, INC.
Engineer

By: _____

Name: _____

Title: _____

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 follows:

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a Texas local government corporation

By: _____

Name: _____

Title: _____

ITERIS, INC.
Engineer

By: **Scott Carlson** Digitally signed by Scott Carlson
Date: 2020.09.15 11:08:40
-05'00'

Name: Scott Carlson

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-2
SCOPE OF SERVICES
Supplemental Agreement No. 2**

Construction Phase Services

During the construction of the project, the engineer will provide construction phase services, as requested by FBGPTRA, associated with the construction of the project.

The below tasks may be required during the project duration:

Pre-Construction Meetings

Attend pre-construction meeting and prepare meeting minutes.

Construction Meeting(s)

Attend via phone (virtual) or in person, construction update meetings held with the Contractor to monitor and update project status and review outstanding construction issues associated with the project.

Construction Engineering

Review shop drawings and change orders, respond to RFI's, and provide engineering design support.

Construction Field Inspection

During the course of construction, project inspection may be required for compliance with plans and specifications.

Preliminary/Final "Punch List"

FBGPTRA may request that Iteris assist in preparation of punch lists for the project and coordinate with the contractor to complete the punch list items. Upon completion of the punch lists, "Record" drawings prepared by the Contractor or FBGPTRA may be submitted for review by Iteris.

Other

The above is a list of anticipated work tasks and may not be inclusive of all tasks. Other tasks may be required to be performed which are involved with construction phase services.

**ATTACHMENT B-2
COMPENSATION
Supplemental Agreement No. 2**

Construction Phase Services

Hourly Labor and expenses not to exceed \$25,000.00.

Labor Classifications and Hourly Rate Range (Loaded):

Quality Manager	\$275.00 - \$325.00
Project Manager	\$225.00 - \$290.00
Senior Engineer	\$165.00 - \$220.00
Network Engineer	\$160.00 - \$195.00
Project Engineer	\$155.00 - \$190.00
Engineer-in-Training	\$90.00 - \$130.00
Admin/Clerical	\$80.00 - \$160.00

Expenses: To be approved prior to use, including mileage, reproduction, delivery, etc.
Actual pay rates to be invoiced.

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.
Iteris, Incl
Santa Ana, CA United States

Certificate Number:
2020-658102

Date Filed:
08/17/2020

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

Date Acknowledged:
09/17/2020

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.
126-1008
Construction Services for SH 99 Fiber Optic Trunk Connectivity Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Joe Bergera, CEO & Director,	Santa Ana, CA United States	X	
	Gerald M. Mooney, Director,	Santa Ana, CA United States	X	
	Laura L. Siegal, Director,	Santa Ana, CA United States	X	
	Thomas L. Thomas, Director,	Santa Ana, CA United States	X	
	Anjali Joshi, Director,	Santa Ana, CA United States	X	
	Luke P. Schneider, Director,	Santa Ana, CA United States	X	
	Dennis W. Zank,	Santa Ana, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)