

**SUPPLEMENTAL AGREEMENT NO. 3
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 \$539,809.68. 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.

Compensation for the performance of services within the Scope of Services described in Attachment A-3 will be paid as hourly labor rates, and material and labor expenses not to exceed \$124,485.57, as shown in Attachment B-3.

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: Bobbie Tallas

Name: Bobbie Tallas

Title: Vice Chairman

ITERIS, INC.
Engineer

By: _____

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.: _____

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: 2021.07.14 14:15:24 -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-3
SCOPE OF SERVICES
Supplemental Agreement No. 3**

Additional Services to be Provided by Iteris

This Supplemental Agreement is made pursuant to the terms and conditions of the Services Agreement between Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) and Iteris. The work to be performed by the Engineer (Iteris), in support of Toll System IP network design and integration services for two segments of tolled roadway facilities, shall consist of providing additional engineering services, as outlined in the following tasks. Approximate project boundaries include two segments:

The first segment extends along SH-99 from (I-69 to Westpark Corridor). The second segment extends along Westpark Corridor from (Harris County Line to FM 1463).

Task 1 – Project Management

- 1) Project management services for the following design tasks
- 2) Miscellaneous document organization including: meeting minutes, progress reports and invoicing, other project documents as necessary
- 3) Stakeholder coordination, project presentations and meetings

Task 2 – Network Discovery and IP Plan

- 1) Coordination with IT stakeholders, including third party network maintainers to discover and understand the full scope of connectivity and network impacts for network migration. This portion of the scope includes discovery of the exact core switches and VLAN configurations, that need to be re-routed. This also includes the gathering and review of all documentation, and current switch equipment configurations.
- 2) Continued coordination with the current IT stakeholders to discuss the IP plan, and path to go forward, before the actual plan creation. This effort includes meetings with detailed discussions for concurrence to move forward with creating a detailed plan. All IT stakeholders SHALL be in agreement before moving forward with a new IP design. This portion includes collecting all the information for existing roadside devices, along with future expansion to be included in to the IP plan. IP subnets will be identified and provided to Iteris, during this subtask for the ultimate IP schema design.
- 3) A complete network diagram will be created in two different plan-sheet formats (i.e. – Visio, MicroStation), and include all network elements and their assigned IP addresses, as well as future planned elements such as the CCTV cameras. The existing ITS roadside elements, currently connected via cellular modem, will also be included, as part of this process, for fiber connectivity at a later date.
- 4) Associated fiber assignments and terminations will be identified for all network elements, including the exact documentation for currently connected devices along the Westpark Corridor. This effort will include fiber assignment charts/drawings for existing and future devices. A major component of this effort is the identification of the exact fiber pairs and how the two corridors, connect together, along with future connectivity to stakeholders.

- 5) With the given information, from the discovery phase, Iteris will prepare a complete new foundational architecture for existing facilities, and future roadside ITS devices. This architecture consists of a complete IP plan with VLAN's identified along with network relationships for the current network, while also considering the other stakeholders and their respective networks (i.e. – TxDOT and Houston Transtar). This effort shall also consider separation of revenue producing data (i.e. – Tolls) from other devices, such as CCTV and vehicle detection data, to avoid logical traffic conflicts.

Deliverables

- a.) Complete IP Network plan, for current and future elements in a spreadsheet style listing with reserved IP address for future growth.
- b.) Network diagrams with devices and assigned IP addresses, including future roadside devices in Visio and MicroStation formats.
- c.) Fiber assignment and termination charts.

Task 3 – Device Configuration and Testing Coordination with IT stakeholders for exact details for back-end system connection and migration plan.

- 1) Iteris staff will perform the physical configuration of the switch devices in a lab environment, and then installed into the cabinets and tested again, connected to the new fiber backbone.
- 2) 2) Iteris staff and third-party network maintainers will determine the best way to install new switches at each Toll cabinet. Iteris staff will complete end-to-end testing of the entire network, once the new switch devices are connected to confirm seamless communication across the fiber network and all switch devices. The testing will take place on the new network architecture, prior to the live migration of the toll facilities.

Assumptions

- All configuration for Toll Cabinets and associated system devices will be handled by TransCore staff. Iteris will only be configuring the network switches, per the new IP plan, and assist TransCore as necessary for a fully functional system.
- Fiber cabling has been tested and accepted to a degree of minimal path loss, for a fully functional fiber system. OTDR results are within industry accepted specifications.
- Creacom is responsible for providing and installing jumper communication cabling, and ensuring that power is available for connection inside the new ITS cabinets at each location.

Deliverables

- a.) Updated schedule and activities for actual migration.
- b.) Field effort for roadside device configuration.
- c.) Complete working system, in a testing, in a testing type of environment (separate from the existing live system) prior to actual migration.

Task 4 – Integration and Burn-In

- 1) This task includes the actual changing over the physical connections for the existing system to the newly dedicated fiber backbone, and confirming communication to all the toll facilities from the aggregation location, where tolls are processed. All associated elements of the tolling system will also be checked for successful migration and functionality. Adjustments to network elements will take place during this process as necessary for a fully functional system. This activity SHALL take place during a maintenance window to minimize impact to the live network. Clearly identify preferred locations for ingress onto the fiber backbone. Strategic box placement considers multiple camera mounting options while minimizing future civil work.
- 2) Migration of the camera feeds are secondary to the revenue producing data, and will be conducted after successful completion of the tolling facilities. Iteris shall verify the video feeds, post migration, to the current recipients and make adjustments necessary for a fully functional system.
- 3) Iteris will perform continuous monitoring of the existing system, for a duration, not to exceed four weeks, to ensure that the system is fully functional and without technical issues. Iteris staff will make adjustments and report network performance and necessary adjustments, as needed, to ensure the network is stable.

Assumptions

- All configuration for Toll Cabinets and associated system devices will be handled by TransCore staff. Iteris will only be configuring the network switches, per the new IP plan, and assist TransCore as necessary for a fully functional system.

Deliverables

- a.) Updated IP Address Network document, if needed
- b.) Updated network diagrams,
- c.) Integration completion notice

TASK		ITERIS STAFF								Total Hours	ODCs	Total Cost
		Principal	Project Manager	Network QA/QC	Senior Engineer	Network Engineer	EIT	Admin/Cler ical	ITERIS TOTAL			
Task 1	Managing Contracted/Donated PE	0.00	38.00	0.00	0.00	0.00	0.00	6.00	\$12,041.64	44	\$0.00	\$12,041.64
	A. Project Management and Coordination		30						\$9,008.43	30		
	Prepare Monthly Progress Reports and invoicing		2					6	\$1,231.52	8		
	Develop/Maintain Project Schedule		1						\$300.28	1		
	Facilitate Project Progress Meetings		1						\$300.28	1		
	Prepare/Distribute/File Project Correspondence		1						\$300.28	1		
	Prepare/Distribute Meeting Minutes		1						\$300.28	1		
	Docment Phone/Conference Calls		1						\$300.28	1		
	Coordinate Various Team Member Work		1						\$300.28	1		
									\$0.00	0		
									\$0.00	0		
Task 2	Network Discovery and IP Plan	0.00	38.00	8.00	80.00	108.00	0.00	0.00	\$52,222.62	234	\$0.00	\$52,222.62
	Coordinate with stakeholders for latest architecture info.		16			16			\$7,988.76	32		
	Explore existing IP subnets and best plan to proceed		2	4		16			\$4,918.49	22		
	Create network diagram(s) - Including Future Elements		8		40	40			\$18,888.32	88		
	Fiber assignments and connectivity (Including Diagrams)		8		40	4			\$11,723.72	52		
	Assign new IP addresses and switch routing		4	4		32			\$8,703.32	40		
									\$0.00	0		
Task 3	Device Configuration and Testing	0.00	24.00	0.00	0.00	80.00	0.00	0.00	\$23,128.08	104	\$0.00	\$23,128.08
	Coordination with stakeholders for back-end system connection		8			16			\$5,586.51	24		
	Configure Individual Network Elements (In the Field)		8			40			\$10,362.91	48		
	Detailed testing (Before Migration)		8			24			\$7,178.65	32		
									\$0.00	0		
Task 4	Integration and Burn-In	0	40	0	0	120	0	0	\$35,893.24	160	\$0.00	\$35,893.24
	Network Migration to a live, fully functional system		24			24			\$11,983.15	48		
	Confirmation for video feeds and correct routing (incl. Tolls)		16			16			\$7,988.76	32		
	Technical standby availability for network monitoring					80			\$15,921.33	80		
									\$0.00	0		
Task 99	ODE	0	0	0	0	0	0	0	\$0.00	0	\$1,200.00	\$1,200.00
	ODE								\$0.00	0	\$1,200.00	
									\$0.00	0		
									\$0.00	0		
Total Labor Hours		0	140	8	80	308	0	6	\$123,285.57	542.00	\$1,200.00	\$124,485.57
TOTAL												\$124,485.57

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, Inc.
Santa Ana, CA United States

Certificate Number:
2021-778869

Date Filed:
07/14/2021

Date Acknowledged:
07/22/2021

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

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
Supplemental WA No. 3: SH 99 Fiber Optic Integration

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