

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Binkley & Barfield, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on February 28, 2017, (hereinafter "Agreement") for Services to be provided under the Fort Bend County 2013 Mobility Bond Program – A. Myers Road Extension from Berdett Road to FM 762 – Project No. 13102, pursuant to SOQ 14-025, as amended by documents dated July 25, 2017 (hereinafter "Amendment") and November 28, 2017 (hereinafter "Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional Services to be provided and increase the total Maximum Compensation available to perform the Services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional twenty-five thousand dollars and no/100 (\$25,000.00) to render additional Services to the County, including the Construction Phase Services as described in the Proposal for Construction Phase Services attached as Exhibit "A" hereto and incorporated herein for all purposes; and
2. The Maximum Compensation payable to Contractor for all Services rendered under the Agreement and this Amendment is hereby increased to an amount not to exceed four hundred twenty-three thousand four hundred fifty-three dollars and no/100 (\$423,453.00), authorized as follows:
 - \$337,920.00 under the Agreement;
 - \$24,217.00 under the Amendment;
 - \$36,316.00 under the Second Amendment; and
 - \$25,000.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment thereof exceed the

Maximum Compensation without written amendment executed by the parties.

4. Certain State Law Requirements for Contracts

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY

BINKLEY & BARFIELD, INC.

Robert E. Hebert, County Judge

David Hamilton, P.E., Executive Vice President

Date

Date

7/24/18

ATTEST:

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A



Mr. Robert Barnett
April 23, 2017
Page 1

June 18, 2017

Mr. Robert W. Barnett, P.E.
LJA Engineering, Inc.
2929 Briarpark Drive Suite 600
Houston, Texas 77042-3703

**Re: Proposal for Construction Phase Services – A. Myers Road Extension
From Berdett Road to FM 762**

Dear Mr. Barnett:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the construction phase services for the A. Myers Road Extension for the widening of Berdett Road. The fee is based upon the original contract. All construction phase services will be paid on a time-and-materials basis and as needed basis. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup). The fee for Construction Phase Services is set by Fort Bend County at **\$25,000.00**

The additional scope will include attending construction meetings as needed, a project walk thru at substantial completion, addressing RFI's, providing design changes requested by FBC and providing as-builts as needed.

If you have any questions please give me a call or send me an email.

Sincerely,

Kevin Mineo

Binkley & Barfield, Inc.
Consulting Engineers

Kevin A. Mineo, P.E.
Senior Project Manager
Transportation Group

CC: DAH
MM: vvp