

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS FOURTH 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”), November 28, 2017 (hereinafter “Second Amendment”), and August 7, 2018 (hereinafter “Third 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 six thousand dollars and no/100 (\$6,000.00) to render additional Services as described in the Proposal for Additional 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-nine thousand four hundred fifty-three dollars and no/100 (\$429,453.00), authorized as follows:
 - \$337,920.00 under the Agreement;
 - \$24,217.00 under the Amendment;
 - \$36,316.00 under the Second Amendment;
 - \$25,000.00 under the Third Amendment; and
 - \$6,000.00 under this Fourth 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. The parties hereby agree the terms and conditions under the Agreement have remained in effect from the date of execution, and the time of performance thereunder shall be extended to end no later than December 31, 2022.
5. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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.



KP George, County Judge

Authorized Agent – Signature

Date

David A. Hamilton, PE
Authorized Agent – Printed Name

ATTEST:

Executive Vice President
Title

Laura Richard, County Clerk

April 22, 2020
Date

APPROVED:



J. Stacy Slawinski, 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

I:\Marcus\Agreements\Engineering\Road Construction\A. Myers\Amend 4 - A. Myers.BBI.docx.4/20/2020.18-Eng-500025-A4

EXHIBIT A

April 14, 2020

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineering Department
301 Jackson Street
Richmond, Texas 77469

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

Dear Mr. Slawinski:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional construction phase services for the A. Myers Road Extension. The fee is based upon additional work requested by Mr. Wesley Crawford. The extra scope is for doing further geotechnical testing (performed by HTS, Inc.) to determine the cause of cracks in the new pavement. All construction phase services will be paid on a time-and-materials basis and as needed basis. HTS's proposal is attached for your information.

The additional Time and Materials Fee is **\$6,000**. This will amend the contract for a total Project Management Fee to an amount not to exceed of **\$429,453**.

\$ 337,920.00 under the Agreement
\$ 24,217.00 under the First Amendment
\$ 36,316.00 under the Second Amendment
\$ 25,000.00 under the Third Amendment
\$ 6,000.00 under this Fourth Agreement

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

Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers

Kevin A Mineo...

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

CC: DAH, JBH



Excellence in Engineering, Consulting, Testing and Inspection

March 9, 2020

**Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008**

Attn: Mr. Kevin A. Mineo, P.E.

**Re: Proposal
Geotechnical Investigation
Additional Evaluation of A. Myers Road from
Berdett Road to FM 762
Fort Bend County, Texas**

HTS Proposal No.: 20-04790

Dear Mr. Mineo:

1.0 INTRODUCTION

In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to Binkley & Barfield, Inc. (BBI) to provide an additional geotechnical investigation pertaining to the A. Myers Road evaluation (1.25-mile long) from Berdett Road to FM 762 in Fort Bend County, Texas.

HTS has performed a geotechnical investigation to evaluate the condition of the existing A. Myers Road which was showing signs of distresses in the form of longitudinal cracks mostly along the pavement shoulder. The investigation was performed based on HTS proposal No. 20-04752, dated January 3, 2020. The findings from the investigation were issued in HTS Report No. 20-S-110, dated February 20, 2020. Based on the request from client, HTS understands that an additional geotechnical investigation needs to be performed to evaluate the condition of the road.

The remaining portions of this proposal present the proposed work scope, estimated costs, and an estimated schedule to provide the geotechnical engineering services.

2.0 SCOPE OF WORK

HTS proposes that the scope of work for the geotechnical investigation be as follows:

- Core the existing asphalt pavement at 15 locations:
 - 5 cores will be taken on cracks, measuring the pavement thickness including asphalt, base and stabilized subgrade, and determine pH of the stabilized subgrade.
 - 5 cores will be taken along the edge within 2 feet from the pavement shoulder near the crack location identified above and identify if the stabilized subgrade layer is present.
 - 5 cores will be taken along the edge within 2 feet from the pavement shoulder on the opposite side of the road where the crack locations were cored and identify if the stabilized subgrade layer is present.
- Perform pH test on the stabilized subgrade obtained during the previous investigation, as well as from current investigation.
- Measure thickness of the roadway section at each of the coring locations and compare with project specification.
- Perform 3 lime series tests with pH measurement on the samples collected during previous investigation and determine the percentage of lime required to stabilize the soil.
- Submit an amendment to previously issued geotechnical report with the findings from current study.

3.0 COST AND SCHEDULE

HTS' proposed cost to complete the scope of work as designed in Section 2.0 above is \$5,459.00. The estimated cost is provided in the attached Cost Estimate.

We estimate that about 2 weeks after receipt of the notice to proceed will be required to complete the geotechnical investigation if no delays are encountered with respect to weather condition and/or site access. Prior to the completion of the report, preliminary data may be provided if desired by the client.

4.0 CLOSING REMARKS

We appreciate the opportunity to present this proposal to you and would be pleased to discuss the contents of this proposal with you at your convenience. Your approval of this proposal may be indicated by your signing/dating this proposal as provided below.



We request that a copy of the signed/dated proposal be provided to HTS. We look forward to being of service to you.

Respectfully submitted,
HTS, Inc. Consultants



Jubair Hossain, Ph.D., P.E.
Vice President

Attachment: Cost Estimate

AGREED TO THIS ____ DAY OF _____, 2020

FIRM: _____ TITLE: _____

SIGNATURE: _____

PRINTED NAME: _____

S:\Proposals-20\BBI-20-04790.doc





416 Pickering Street
Houston, Texas 77091

COST ESTIMATE

Proposal No.:

20-04790

Prepared By:

JH

Date:

03/09/20

Checked By:

JH

Date:

03/09/20

Page No.:

1 OF 1

GEOTECHNICAL INVESTIGATION

ITEM	EST. QUANTITY	UNIT PRICE	EST. COST
A) Drilling and Sampling			
Mobe/demobe of drill rig	Lump Sum	\$ 300.00	\$ 300.00
Coring at 15 locations	15 locations	\$ 45.00	\$ 675.00
Traffic control (including signage & cones)	1 day	\$ 400.00	\$ 400.00
Site visit (senior engineer)	4 hours	\$ 183.00	\$ 732.00
Field technician (2 person)	8 hours	\$ 50.00	\$ 400.00
Grouting the borings	30 feet	\$ 10.00	\$ 300.00
SUBTOTAL =			\$ 2,807.00
B) Laboratory Analyses			
pH of soils (TEX-121-E)	19 tests	\$ 17.00	\$ 323.00
Optimum lime content - pH method (ASTM D6276)	3 tests	\$ 235.00	\$ 705.00
SUBTOTAL =			\$ 1,028.00
C) Engineering Analysis and Report Preparation			
Senior engineer P.E.	8 hours	\$ 183.00	\$ 1,464.00
Support personnel (CAD/clerical)	4 hours	\$ 40.00	\$ 160.00
SUBTOTAL =			\$ 1,624.00
TOTAL COST =			\$ 5,459.00

