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THIRD AMENDMENT TO PROJECT MANAGEMENT AGREEMENT FOR THE 2017 FORT BEND COUNTY MOBILITY BOND PROGRAM

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 “Project Manager”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program on March 13, 2018 (hereinafter “Agreement”) pursuant to SOQ 14-025, as amended by documents executed on September 25, 2018, (hereinafter “Amendment”), and June 25, 2019, (hereinafter “Second Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to add additional Project Management Services and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Project Manager an additional three hundred fifty thousand dollars and no/100 (\$350,000.00), for the Services as described in Project Manager's Proposal for Additional Professional Services dated March 25, 2020, attached hereto as Exhibit "A" and incorporated herein for all purposes, which includes the preparation of design, engineering plans, or project specifications, notwithstanding the terms stated in Section 5.1 of the Agreement.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed one million three hundred thirty-nine thousand six hundred fourteen dollars and no/100 (\$1,339,614.00), authorized as follows:
 - \$800,000.00 under the Agreement;
 - \$38,490.00 under the Amendment
 - \$151,124.00 under the Second Amendment; and
 - \$350,000.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Third Amendment exceed the Maximum Compensation without written agreement executed by both parties.

4. The parties hereby agree to extend the Term of the Agreement to terminate on December 31, 2022, unless terminated or further extended as provided under the Agreement.
5. BY ACCEPTANCE OF AGREEMENT, PROJECT MANAGER 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.

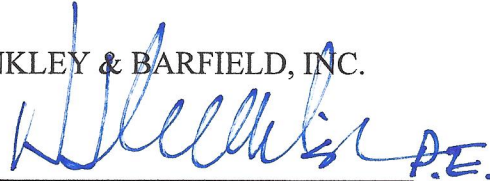
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Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

IN WITNESS WHEREOF, the County and the Project Manager have caused their respective duly authorized representatives to execute, seal and deliver this Amendment, all as of the date signed by the last party hereto.

FORT BEND COUNTY

BINKLEY & BARFIELD, INC.



KP George, County Judge

Authorized Agent – Signature

Date

Harold Reddish, P.E.
Authorized Agent – Printed Name

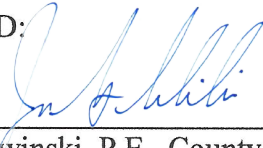
ATTEST:

Sr. Vice President/Chief Engineer
Title

Laura Richard, County Clerk

4/8/2020
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

EXHIBIT A



March 25, 2020

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

Re: Proposal for Additional Professional Services – Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program

Dear Mr. Slawinski:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional project management services for the 2017 Fort Bend County Mobility Bond Program contract. The fee is based on the scope which required additional time that was not forecasted at the start of the contract. These items include but were not limited to the following:

• Masterworks: testing, learning, implementing and using the new project software that Fort Bend County implemented- \$1	\$ 130,000
• Creating a master item list for construction estimating and tracking.	\$ 25,000
• Delays due to AFA's, ROW, and utilities outside of our control.	\$ 20,000
• 17105 – Bamore Rd – Managing the change in design of intersection type and drainage scope.	\$ 55,000
• 17108 – Old Needville Fairchilds Rd – Managing the addition of a pump station, modification of the outfall, and multiple PM changes for the design consultant.	\$ 25,000
• 17114 – Intersections - Modification of the scope and addition of the management of the drainage study.	\$ 30,000
• 17118 – Bryan Rd - Managing and negotiating PUA's.	\$ 10,000
• 17120x – Arcola – Centerpoint relocation cost for streetlights.	\$ 2,000
• X18 – Front St – Additional support for utilities coordination and roadway design.	\$ 35,000
• X9 – Humphry Way – Coordination with KCS for additional rail lines and review of KCS roadway plans.	\$ 18,000

The additional Time and Materials Fee is **\$350,000**. This will amend the contract for a total Project Management Fee to an amount not to exceed of **\$1,339,614**.

\$ 800,000.00 under the Agreement
\$ 38,490.00 under the First Amendment
\$ 151,124.00 under the Second Amendment
\$ 350,000.00 under this Third Agreement

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

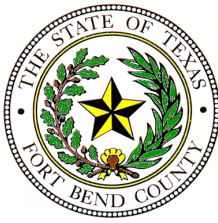
Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers

Kevin A Mineo...

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

CC: David A. Hamilton, P.E.



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

MEMORANDUM

May 18, 2020

TO: Members of the Commissioners Court

**RE: Binkley & Barfield – Project Management, 2017
Mobility**

The total cost of the Amendment is \$350,000. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
17102	Ransom Road	\$1,000
17103	Ransom Road	\$8,000
17105	Bamore Road	\$58,000
17108	Old Needville-Fairchilds	\$37,000
17110	Benton Road	\$63,000
17114	Intersection Improvements	\$84,000
17115	Avenue J Extension	\$5,000
17116	Williams School Rd. at FM 360	\$2,000
17118	Bryan Road	\$23,000
17119x	Sims Road	\$7,000
17120x	Various Roads in Arcola	\$9,000
X18	Front Street	\$35,000
X9	Humphrey Way	\$18,000
Project Management Fee		\$350,000