

STATE OF TEXAS                   §  
COUNTY OF FORT BEND         §

## **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

(FM 521 Expansion – Project No. 17111)

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Binkley & Barfield, Inc. ("BINKLEY & BARFIELD"), a Texas corporation. County and BINKLEY & BARFIELD are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on February 25, 2020 (the "Agreement") for Professional Engineering Services for the FM 521 expansion project from SH 6 to the Brazoria County Line pursuant to SOQ 14-025 under Mobility Bond Project No. 17111; and

WHEREAS, the Agreement was subsequently amended on September 6, 2022 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by BINKLEY & BARFIELD, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay BINKLEY & BARFIELD an additional One Hundred Twenty One Thousand One Hundred Twenty One and 61/100 Dollars (\$121,121.61) for the performance and completion of additional services as described in BINKLEY & BARFIELD's Proposal dated May 26, 2023 (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** BINKLEY & BARFIELD understands and agrees that the Maximum Compensation payable to BINKLEY & BARFIELD for Services rendered under this Agreement is hereby increased to an amount not to exceed Six Million Seventy Two Thousand Four Hundred Sixty Six and 51/100 Dollars (\$6,072,466.51) authorized as follows:

\$5,452,250.00 under the Agreement  
\$499,094.90 under the First Amendment  
\$121,121.61 under this Second Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. BINKLEY & BARFIELD clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Six Million Seventy Two Thousand Four Hundred Sixty Six and 51/100 Dollars (\$6,072,466.51) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

BINKLEY & BARFIELD does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that BINKLEY & BARFIELD may become entitled to and the total maximum sum that County may become liable to pay to BINKLEY & BARFIELD under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Six Million Seventy Two Thousand Four Hundred Sixty Six and 51/100 Dollars (\$6,072,466.51).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, BINKLEY & BARFIELD hereby verifies that BINKLEY & BARFIELD and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BINKLEY & BARFIELD does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BINKLEY & BARFIELD does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BINKLEY & BARFIELD does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, BINKLEY & BARFIELD ACKNOWLEDGES THAT FORT BEND 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.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

**BINKLEY & BARFIELD, INC.**

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
David A. Hamilton, PE

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Executive Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
August 7, 2023

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert E. Sturdivant,  
County Auditor

# **EXHIBIT A-2**

(May 26, 2023 Proposal Follows Behind)

May 26, 2023

Via: E-Mail

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

**Re: Proposal for Additional Professional Services**  
FM 521  
Fort Bend County  
Project No. 17111

Dear Mr Stacy Slawinski, P.E.:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional services for the FM 521 reconstruction project. The fee is based on the scope which we were not able to forecast at the start of the contract as well as TxDOT delays.

**SCOPE OF SERVICES SUMMARY**

**Drainage:** A developer proposed to TxDOT to have the drainage from FM 521 outfall into their lake rather than build a detention pond. This will save the county and TxDOT from buying ROW, constructing the detention Pond and then maintaining it. This change requires updating the drainage impact study as well as Drainage sheets in the PS&E plan set. TxDOT has also required us to add Loons in four locations which affects the ditches and storm sewer throughout the project.

**Traffic:** Union Pacific Railroad (UPRR) requires under bridge lighting for their facility. TEDSI will design the lighting as well as coordinate with utilities and railroad as needed.

**Roadway:** TxDOT has required changes to the design. There are locations that Driveways and median openings are to be revised along with potential loons at select locations. These changes will require additional coordination efforts with TxDOT, Developer Engineers, and sub-consultants.

**Survey:** TxDOT requires that the parcels required for this project in Brazoria County be included in the approved ROW maps. TxDOT requires that the checklists be followed for approval.

TxDOT would not accept the 90% submittal that we were preparing to submit until there was an agreement between the developer and TxDOT. Now that there is an agreement, TxDOT would like the Drainage Impact Study as well as the PS&E plan set to match. The proposal addresses those added efforts.

The following table is a summary of the cost to complete the design.

FM 521 FROM SH 6 TO CR 56			
DESCRIPTION		COST	TOTAL
Binkley & Barfield   DCCM			
PS&E ENGINEERING - 0400			
ROADWAY DESIGN	\$	9,340.00	
TRAFFIC CONTROL PLANS	\$	7,990.00	
PROJECT MANAGEMENT	\$	12,150.00	
			\$ 29,480.00
HALFF - Drainage			
DRAINAGE IMPACT STUDY			
COORDINATION	\$	5,040.00	
ANALYSIS AND MODELING	\$	16,080.00	
REPORT AND DATA	\$	10,320.00	
DRAINAGE DESIGN			
Ditch/Storm Design & Plan Revisions	\$	20,500.00	
Revised 90% QA/QC	\$	1,080.00	
Coordination with BBI	\$	1,440.00	
			\$ 54,460.00
HJ - Drainage			
Design revision for Storm Sewer, Ditches, and update of hydraulic table	\$	4,125.00	
Updates to Drainage Area Maps	\$	820.00	
Updates to Drainage P&P Sheets	\$	2,410.00	
Updates to Lateral Sheets	\$	820.00	
TEDSI - Illumination			\$ 8,175.00
FC 163 - MISCELLANEOUS (ROADWAY) UNDERBRIDGE LIGHTING	\$	11,454.42	
			\$ 11,454.42
LandTech - Survey			
RIGHT OF WAY DATA - FC 130 (130) (LUMP SUM)	\$	11,623.44	
RIGHT OF WAY DATA - FC 130 (130) (UNIT COST)	\$	5,400.00	
OTHER DIRECT EXPENSES	\$	528.75	
			\$17,552.19
Total			\$ 121,121.61

Original Fee	\$ 5,452,250.00
Supplemental 1	\$ 499,094.90
Supplemental 2	\$ 121,121.61
<b>Total</b>	<b>\$ 6,072,466.51</b>

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

**Binkley & Barfield | DCCM**

*Kevin Mineo*

**Kevin Mineo, P.E.**  
*Managing Director - Transportation*  
kmineo@binkleybarfield.com

cc: David Hamilton, PE  
J:\FortBendCo\2000000118.000\_FM 521\1.00\_Admin\1.01\_Contracts\Supplemental 2\FM 521 Supplemental 2.docx



TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	SENIOR CADD OPERATOR	SENIOR UTILITIES COORDINATOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SCHEMATIC ENGINEERING - 0100													
PROJECT MANAGEMENT, SCHEMATIC, PUBLIC MEETING													
PROJECT MANAGEMENT													
SCHEMATIC													
PUBLIC MEETING (Prep and Meetings)												N/A	N/A
	0	0	0	0	0	0	0	0	0	0	0	0	
CONTRACT RATE PER HOUR	\$212.00	\$212.00	\$179.00	\$212.00	\$152.00	\$134.00	\$120.00	\$149.00	\$148.00	\$166.00			
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL - 0100											\$0.00		

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	SENIOR CADD OPERATOR	SENIOR UTILITIES COORDINATOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
PS&E ENGINEERING - 0400													
ROADWAY DESIGN													
DRIVEWAY REVISIONS	2	4			8		16				30		
MEDIAN REVISIONS	2	4			8		16				30		
TRAFFIC CONTROL PLANS	2	4			16		32				54		
PROJECT MANAGEMENT													
COORDINATION	12	6									18		
MANAGING SUB CONSULTANTS	12	6									18		
DRAINAGE MEETINGS	12	6									18		
	42	30	0	0	32	0	64	0	0	0	168	0	
CONTRACT RATE PER HOUR	\$225.00	\$225.00	\$190.00	\$225.00	\$161.00	\$145.00	\$127.00	\$158.00	\$157.00	\$176.00			
TOTAL LABOR COSTS	\$9,450.00	\$6,750.00	\$0.00	\$0.00	\$5,152.00	\$0.00	\$8,128.00	\$0.00	\$0.00	\$0.00	\$29,480.00		
% DISTRIBUTION OF STAFFING	25.00%	17.86%	0.00%	0.00%	19.05%	0.00%	38.10%	0.00%	0.00%	0.00%			
SUBTOTAL - 0400											\$29,480.00		

DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	SENIOR CADD OPERATOR	SENIOR UTILITIES COORDINATOR	TOTAL LABOR HRS. & COSTS
SCHEMATIC ENGINEERING - 0100	0	0	0	0	0	0	0	0	0	0	\$0.00
PS&E ENGINEERING - 0400	42	30	0	0	32	0	64	0	0	0	\$29,480.00
SUBTOTAL LABOR EXPENSES	42	30	0	0	32	0	64	0	0	0	168
	25%	18%	0%	0%	19%	0%	38%	0%	0%	0%	\$29,480.00

OTHER DIRECT EXPENSES				
	UNIT	RATE	QUANTITY	TOTAL
Lodging/Hotel - Taxes and Fees	day/person	\$35.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person	\$93.00		\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	\$51.00		\$0.00
Mileage	mile	\$0.545		\$0.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	\$70.00		\$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	\$650.00		\$0.00
Toll Charges	each	\$5.00		\$0.00
Photocopies B/W (11" X 17")	each	\$0.23		\$0.00
Photocopies B/W (8 1/2" X 11")	each	\$0.12		\$0.00
Report Printing	each	\$53.00		\$0.00
Reproduction of CD/DVD	each	\$4.00		\$0.00
CDs	each	\$1.50		\$0.00
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00

SUMMARY	
TOTAL LABOR COSTS	\$29,480.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$0.00
GRAND TOTAL	\$29,480.00



February 16, 2023  
037955.001

Fort Bend County Engineering  
301 Jackson St., 4th Floor  
Richmond, TX 77469

**Attn: Mr. Kevin Mineo, P.E. (BBI)**

**Re: Proposal for Additional Engineering Services  
FM 521 between State Highway 6 and County Road 56**

Dear Mr. Mineo:

Halff Associates, Inc. (Halff) is pleased to present our proposal for Additional Engineering services for the FM 521 (SH 6 to CR 56) project. Attachments A and B include the scope of services and fee estimate based on the additional scope items that are required to determine right-of-way requirements and complete the drainage analysis and design. The additional scope items pertain to the Drainage Impact Study and Drainage Design for the project.

1. Attachment A – Scope of Additional Services
  2. Attachment B – Level of Effort Breakdown for Additional Services
- Lump sum fee: \$54,460

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our continued association on this project will be mutually beneficial. Please feel free to contact the project manager, Rachel De Luna, or me if you have any questions or comments concerning this matter.

Sincerely,  
***Halff Associates, Inc.***

A handwritten signature in black ink that reads "Ashley Purkey".

Ashley Purkey, PE  
Public Works Team Leader

## **ATTACHMENT A**

### Scope of Additional Services

**FM 521  
From State Highway 6 to County Road 56  
Scope of Additional Services**

Halff, as a subconsultant to BBI, was tasked with hydrologic and hydraulic design for the FM 521 project. On November 22, 2022, TxDOT requested the drainage design on the south end of the project (Drainage System 5) be revised to accommodate a new development at the northwest corner of FM 521 and CR 56. This document outlines the additional effort required to revise the drainage study and provide the necessary information to complete the Drainage System 5 design.

**Drainage Impact Study**

**Coordination** **\$5,040**

1. Halff will coordinate with the development engineer, LJA Engineering Inc (LJA) to verify outfall location and conditions. Halff will also coordinate required conveyance capacity to proposed detention pond and required detention volume that will be accommodated into detention pond.
2. Halff will coordinate with TxDOT to provide required documentation for the System 5 design.

**Revised Analysis and Modeling** **\$16,080**

Halff will revise the Drainage Impact Study analysis to accommodate the proposed development and the Drainage System 5 design. Analysis will be completed to determine impacts of new outfall location. Effort includes revisions to drainage area delineations and calculations, existing and proposed XPSWMM models, and mitigation calculations. Modeling will be updated to be consistent with 90% design of Drainage System 5.

**Revised Report and Data** **\$10,320**

Halff will revise the Drainage Impact Study report to incorporate Drainage System 5 design and the proposed development impacts. Effort includes updating report, exhibits, figures, and appendices. Effort also includes submitting to TxDOT and replying to 90% comments on report. Halff will provide necessary flows, volumes, hydrographs, and model files to the development engineer, LJA, to incorporate into their detention analysis.

**Drainage Design**

**Ditch and Storm Design & Plan Revisions** **\$20,500**

The ditches and storm drain design for System 5 will be modified to accommodate the proposed development and optimize the system based on the relocation of the outfall and anticipated lower outfall elevation. Effort includes revisions to the drainage area delineations and calculations, Geopak drainage model, ditch grading, plan sheets (including P&P, laterals, and details), quantities and estimate. A total of 21 sheets will be revised: 4 Quantity, 2 Drainage Area, 4 Calculation, 8 Drainage Plan & Profile, and 2 Lateral Sheets.

**Revised 90% QA/QC** **\$1,080**

The revised System 5 design and plans will be reviewed in detail by a Senior PM.

**Coordination with BBI** **\$1,440**

The revised System 5 ditch design will be coordinated with BBI for implementation into the roadway model and for identification of sloped paving and/or drainage easement limits. The optimization of the drainage model will also be coordinated with BBI.

## **ATTACHMENT B**

### **Level of Effort Breakdown for Additional Services**

**FM 521**  
**From State Highway 6 to County Road 56**  
**Level of Effort Breakdown for Additional Services**

<b>Drainage Impact Study</b>					
	<b>PM</b>	<b>PE</b>	<b>EIT</b>	<b>GIS</b>	<b>Task Total</b>
<b>Tasks</b>	<b>\$240.00</b>	<b>\$180.00</b>	<b>\$140.00</b>	<b>\$110.00</b>	
Coordination	12	12	0	0	\$5,040
Analysis and Modeling	8	32	60	0	\$16,080
Report and Data	8	12	32	16	\$10,320
<b>Drainage Impact Study Total</b>					<b>\$31,440</b>

<b>Drainage Design</b>					
	<b>Sr. PM</b>	<b>PM</b>	<b>PE</b>	<b>EIT</b>	<b>Task Total</b>
<b>Tasks</b>	<b>\$300.00</b>	<b>\$240.00</b>	<b>\$180.00</b>	<b>\$140.00</b>	
Ditch/Storm Design & Plan Revisions		6	39	86	\$20,500
Quantity Sheets (4)		1	4	8	\$2,080
Drainage Area Sheets (3)		1	3	6	\$1,620
Calculation Sheets (4)		1	8	16	\$3,920
P&P Sheets (8)		2	16	40	\$8,960
Lateral Sheets (2)		1	8	16	\$3,920
Revised 90% QA/QC	2	2			\$1,080
Coordination with BBI		6			\$1,440
<b>Drainage Design Total</b>					<b>\$23,020</b>

<b><u>Additional Services Request Total</u></b>					<b>\$54,460</b>
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May 24, 2023

Mr. Kevin Mineo, PE  
Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, TX 77008

Re: Proposal for Professional Services – Supplemental Drainage Design  
FM 521 – CR 56 to SH 6  
FBC Project No. 17113; CSJ 011-03-064

Dear Mr. Mineo:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for the Supplemental Drainage Design for the above referenced project, as described below:

Drainage Revisions due to addition of Auxiliary Lane/Loons:

A. Addition of Auxiliary Lane/Loons at Peach Street & Southern Colony Avenue:

1. Design revisions for Storm Sewers, Ditches, and update of hydraulic table
2. Updates to 2 Drainage Area Maps
3. Updates to 4 Drainage P&P Sheets
4. Updates to 2 Lateral Sheets

The total fee for the above scope is a lumpsum amount of **\$8,175** and is detailed in the attachment. If you have any questions, please give me a call, or send me an email.

Sincerely,

A handwritten signature in black ink, appearing to read 'Harish Jajoo'.

Harish Jajoo, PE, CFM  
President  
HJ Consulting, Inc.

**Civil Engineers | Construction Managers**

4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479  
832-338-3202 (C) | 832-553-3103 (F) | [www.hjconsultinginc.com](http://www.hjconsultinginc.com)





FM521

FROM CR56 TO SH 6

FBC PROJECT# 17113; CSJ 0111-03-064

HJ CONSULTING, INC.

LEVEL OF EFFORT FOR SUPPLEMENTAL DRAINAGE DESIGN, MAY 2023

5/24/2023

Employee Classification		No. of Sheets	Principal	Sr Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$95.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
SUPPLEMENTAL DRAINAGE DESIGN											
A	Auxiliary Lanes Drainage Design										\$ 8,175.00
1.1	Design revision for Storm Sewer, Ditches, and update of hydraulic table		1	2	2	16				21	\$ 4,125.00
1.2	Updates to Drainage Area Maps	2			1	1		4		6	\$ 820.00
1.3	Updates to Drainage P&P Sheets	4			2	4		12		18	\$ 2,410.00
1.4	Updates to Lateral Sheets	2			1	1		4		6	\$ 820.00
											\$ -
	SUBTOTAL	8	1	2	6	22		20			\$ 8,175.00
TOTAL HOURS											
TOTAL ESTIMATE											
			1	2	6	22		20			\$ 8,175.00
			\$325	\$550	\$1,350	\$3,850		\$2,100			\$ 8,175.00



## **TEDSI INFRASTRUCTURE GROUP**

**Consulting Engineers**

738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079

Tel: (832) 619-1000

Fax: (832) 619-1018

March 13, 2023

Kevin A. Mineo, P.E.  
Managing Director - Transportation  
Binkley & Barfield / DCCM  
1710 Seamist Drive  
Houston, Texas 77008

***Re: Proposal for Under Bridge Lighting Design – FM 521 Bridge Segment at UPRR crossing (Approx. 1,000 feet south of Masterson Street)***

Mr. Mineo:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit this proposal to Binkley & Barfield / DCCM to perform Under Bridge Lighting design for the above referenced location.

### **PROJECT SCOPE OF WORK**

Please see EXHIBIT A for the scope of work.

### **SCHEDULE**

The work as detailed in EXHIBIT A can be completed to comply with the up coming submittal milestones after receiving the Notice to Proceed. The time line for the coordination effort with the agencies and the owner of the rail road tracks will be separate from the overall project submittal milestones.

### **COMPENSATION**

The work as detailed in EXHIBIT A will be performed on a "Lump Sum" basis, and will be billed as percent (%) complete. Compensation for the work is shown in EXHIBIT B. The amount shown includes all necessary direct expenses estimated to complete the effort detailed in EXHIBIT A. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated will be considered additional work and will be subject to negotiation.

Kevin A. Mineo, P.E.  
March 13, 2023  
Page 2 of 2

Thank you for the opportunity to provide this proposal. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Yohannes Tadesse, P.E.  
Project Manager

Attachments:  
Exhibit A – Scope of Services  
Exhibit B – Compensation

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**  
**UNDER BRIDGE LIGHTING DESIGN**

**PROJECT:** FM 521

**LIMITS:** From CR 56 to SH 6

**SCOPE OF SERVICES:** The work to be performed by the ENGINEER under this contract shall consist of providing Under Bridge Lighting for the segment of FM 521 bridge over the UPRR tracks (approx. 1,000 feet south of Masterson St).

**GENERAL**

The ENGINEER shall perform engineering services for under bridge lighting design as part of the overall project that consist of other tasks. This scope of services is just for this lighting design which will be included to the previous task that are already under contract. Unless otherwise noted, all work shall be in accordance with the latest Texas Department of Transportation (TxDOT) manuals, the most current version of Texas Manual on Uniform Traffic Control Devices (TMUTCD), Fort Bend County guidelines and any other associated manuals needed to complete the design. Throughout the project, the ENGINEER shall coordinate design and plans development with the Prime Consultant, Fort Bend County, TxDOT and the owner of the Rail Road tracks.

The under bridge lights are specified to be of Light Emitting Diode (LED) type. The ENGINEER shall prepare Plan Sheets, which are to include:

- Summary of Quantities for Illumination
- Illumination Plan Layout Notes
- Illumination Layouts
- Illumination Circuit Diagrams
- Illumination Electrical Service Data
- Standard Drawings
- Construction Cost Estimate

The ENGINEER shall prepare Detail Sheets, which are to include:

- Underpass Lighting
- Ground Boxes
- Wiring Circuit Diagrams

The ENGINEER shall coordinate electric service with the project utility coordinator for placements and availability of power for service and meter location addresses.

The ENGINEER shall calculate voltage drop values to determine the appropriate service outlet locations.

The ENGINEER shall verify that all proposed Illumination work meets the requirements of the National Electrical Code (N.E.C.).

The ENGINEER shall develop lighting patterns according to the TxDOT Illumination manual.

### **SCHEDULE**

The services provided by the ENGINEER will be in collaboration with and in a character, sequence, and timing so that it will coordinate with services provided by the Prime Consultant. The Engineer will adhere to the project schedule as provided by Fort Bend County and the Prime Consultant.

### **COMPENSATION**

All work defined above will be performed on a "Lump Sum" basis. The amount shown includes all necessary direct expenses estimated to complete the effort as described above. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated above will be considered additional work and will be subject to negotiation.

EXHIBIT B - TEDSI Fee Proposal - Underbridge Lighting

PROJECT NAME: FM 521  
PRIME PROVIDER NAME: BBI

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
FC 163 - MISCELLANEOUS (ROADWAY) UNDERBRIDGE LIGHTING								
PROJECT ADMINISTRATION QA/QC	1	2				2	5	\$967.73
COORDINATION WITH UPRR		2	4	6	9		21	\$2,922.48
UNDERBRIDGE LIGHTING		2	2	8	22		34	\$4,148.20
CIRCUIT DIAGRAMS		1	2	2	4		9	\$1,283.83
ILLUMINATION DETAILS		1	2	2	4		9	\$1,283.83
ILLUMINATION STANDARDS			1	2	4		7	\$848.35
HOURS SUB-TOTALS	1	8	11	20	43	2	85	
LABOR RATE PER HOUR	\$277.41	\$251.61	\$183.87	\$125.80	\$103.22	\$93.55		
TOTAL LABOR COSTS	\$277.41	\$2,012.88	\$2,022.57	\$2,516.00	\$4,438.46	\$187.10		\$11,454.42
1.18% 9.41% 12.94% 23.53% 50.59% 2.35% 100.00%								

May 16, 2023

Mr. Kevin A. Mineo, MBA, PE  
Sr. Project Manager  
1710 Seamist Drive  
Houston, Texas 77008  
ATTN: Mr. Ben Hart, PE

RE: Fort Bend County  
FM 521 Right-of-Way Surveys (FC 130)  
SWA 02 - Brazoria County ROW Acquisitions

Dear Mr. Mineo:

It is my pleasure to submit this proposal to provide professional surveying services for the above-referenced project. The specific work location is in Brazoria County, along FM 521 from CR 56 at the Fort Bend County Line to a point approximately 1,180 feet south of CR 56. The purpose of SWA 02 is to update the ROW mapping deliverables and generate parcel documents for 5 proposed acquisition parcels in Brazoria County. Note: Fees for 4 of these parcels were accounted for in a previous proposal; fees included in this proposal are for 1 additional parcel. All work will be consistent with previous project submittals and will conform to TxDOT standards and specifications.

Landtech will perform the following FC 130 ROW Survey Tasks:

1. Obtain right of entry as needed to survey 5 acquisition parcels, short of litigation.
2. Field Surveys – Search for and tie in property corners and survey improvements located within 50 feet of proposed right-of-way line.
3. Establish 2 additional offsite GPS control points along CR 56 and one additional TxDOT light-duty control point near the south end of the revised project limits in Brazoria County. Create control point datasheets and update Survey Control Index and Horizontal & Vertical Control sheets.
4. Update ROW map to show additional RCSJ and proposed acquisition parcels in Brazoria County.
5. Prepare Initial Exhibits (property descriptions, parcel plats, and GIS files) for proposed parcels in Brazoria County.
6. Prepare final exhibits (property descriptions, parcel plats, and GIS files) (includes staking of all parcel corners. and PCs, PTs, PIs, and 1500-ft stations along proposed right-of-way and existing right-of-way in areas of no takings).
7. Prepare ROW map and parcel plat submittals. Includes completion of TxDOT checklists.

The proposed Exhibit D (Fee Estimate) for this project is attached. The lump sum fees for the services proposed herein are as follows:

Task 1 =	\$743.71
Task 2 =	\$2,533.75
Task 3 =	\$3,870.40
Task 4 =	\$2,445.90
Task 5 =	\$2,992.28
Task 6 =	\$2,708.99
Task 7 =	\$2,257.16
Total =	\$17,552.19

We look forward to continued collaboration on this project.

Sincerely,

Landtech, Inc.



Dennis Chalaire, RPLS

Attachment: Exhibit D – FM 521 Supplement 2 2023-05-16.xls

FM 521 – SWA 02 2023-05-16.docx



Exhibit D - Fee Schedule  
Method of Payment: Specified Rate & Unit Cost

FM 521 - BRAZORIA COUNTY EXTENSION		RPLS PROJECT MANAGER	RPLS TASK LEAD	SR SURVEY TECH	SENIOR GIS OPERATOR	ADMIN/ CLERICAL	2-PERSON FIELD CREW	ABTRACTOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS
TASK DESCRIPTION										
RIGHT-OF-WAY DATA - FC 130 (130)										
TRADITIONAL RIGHT-OF-WAY MAP										
1. OBTAIN RIGHT OF ENTRY AS NEEDED TO SURVEY ON 5 PRIVATE PROPERTIES, SHORT OF LITIGATION.			1	4		2			7	N/A
2. FIELD SURVEYS – SEARCH FOR AND TIE IN PROPERTY CORNERS; SURVEY IMPROVEMENTS LOCATED WITHIN 50 FEET OF PROPOSED RIGHT-OF-WAY LINE.			1	4			12		17	N/A
3. ESTABLISH 2 ADDITIONAL OFFSITE GPS CONTROL POINTS ALONG CR 56 AND ONE ADDITIONAL TXDOT LIGHT DUTY CONTROL POINT NEAR THE SOUTH END OF THE REVISED PROJECT LIMITS IN BRAZORIA COUNTY. CREATE CONTROL POINT DATASHEETS AND UPDATE SURVEY CONTROL INDEX AND HORIZONTAL & VERTICAL CONTROL SHEETS.		1	2	8			16		27	N/A
4. UPDATE ROW MAP TO SHOW BRAZORIA COUNTY RCSJ AND PROPOSED ACQUISITION PARCELS.		1	4	16					21	N/A
5. PREPARE INITIAL EXHIBITS (PROPERTY DESCRIPTIONS, PARCEL PLATS, GIS FILES) FOR 5 PARCELS IN BRAZORIA COUNTY. NOTE: FEES FOR 4 PARCELS WERE ACCOUNTED FOR IN A PREVIOUS PROPOSAL. HOURS SHOWN HERE ARE FOR 1 ADDITIONAL PARCEL.		1	6	16	2				25	N/A
6. PREPARE FINAL EXHIBITS (PROPERTY DESCRIPTIONS, PARCEL PLATS, GIS FILES) (INCLUDES STAKING OF ALL PARCEL CORNERS, AND PCs, PTs, Pls, AND 1500-FT STATIONS ALONG PROPOSED RIGHT-OF-WAY AND EXISTING RIGHT-OF-WAY IN AREAS OF NO TAKINGS). NOTE: FEES FOR 4 PARCELS WERE ACCOUNTED FOR IN A PREVIOUS PROPOSAL. HOURS SHOWN HERE ARE FOR 1 ADDITIONAL PARCEL.		1	2	6	2		8		19	N/A
7. PREPARE ROW MAP AND PARCEL PLAT SUBMITTALS. INCLUDES COMPLETION OF TXDOT CHECKLISTS.		1	8	6		4			19	N/A
HOURS SUB-TOTALS		5	24	60	4	6	36		135	
CONTRACT RATE PER HOUR		\$166.90	\$148.11	\$105.41	\$125.08	\$68.23	\$150.00	\$75.93		
TOTAL LABOR COSTS		\$834.50	\$3,554.64	\$6,324.60	\$500.32	\$409.38	\$5,400.00		\$17,023.44	
% DISTRIBUTION OF STAFFING		3.70%	17.78%	44.44%	2.96%	4.44%	26.67%			
SUBTOTAL - FC 130 (130)									\$17,023.44	

DESCRIPTION								TOTAL LABOR HRS. & COSTS
RIGHT OF WAY DATA - FC 130 (130) (LUMP SUM)							99	\$11,623.44
RIGHT OF WAY DATA - FC 130 (130) (UNIT COST)							36	\$5,400.00
SUBTOTAL LABOR EXPENSES							135	\$17,023.44

OTHER DIRECT EXPENSES				UNIT	RATE	QUANTITY	TOTAL
Mileage				mile	\$0.655	750	\$491.25
Certified Letter with Return Receipt				letter	\$7.50	5	\$37.50
SUBTOTAL OTHER DIRECT EXPENSES							\$528.75

SUMMARY	
	\$17,023.44
TOTAL LABOR COSTS	\$17,023.44
NON-SALARY (OTHER DIRECT EXPENSES)	\$528.75
GRAND TOTAL	\$17,552.19