



\$151,124.00 under the Second Amendment  
\$350,000.00 under the Third Amendment  
\$260,000.00 under the Fourth Amendment  
\$100,000.00 under the Fifth Amendment  
\$160,000.00 under the Sixth Amendment  
\$115,000.00 under this Seventh Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. PROJECT MANAGER 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 One Million Nine Hundred Seventy Four Thousand Six Hundred Fourteen and 00/100 Dollars (\$1,974,614.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

PROJECT MANAGER does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that PROJECT MANAGER may become entitled to and the total maximum sum that County may become liable to pay to PROJECT MANAGER under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Nine Hundred Seventy Four Thousand Six Hundred Fourteen and 00/100 Dollars (\$1,974,614.00).

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, PROJECT MANAGER hereby verifies that PROJECT MANAGER 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, PROJECT MANAGER 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, PROJECT MANAGER 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, PROJECT MANAGER 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, PROJECT MANAGER 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 Seventh Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

**BINKLEY & BARFIELD, INC.**

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

*Youssef Laham*  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Youssef Laham, PE  
\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

\_\_\_\_\_  
President-Elect  
Title

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

6/10/2024  
\_\_\_\_\_  
Date

**APPROVED:**

*J. Stacy Slawinski*

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

**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-7**

(February 26, 2024 Proposal Follows Behind)

February 26, 2024

Via: E-Mail

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

**RE: Proposal for Additional Professional Services- 2017 PM Services**  
 Project Management Agreement for the 2017 Mobility Bond Program Projects  
 Fort Bend County Project No. 17001x

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 extra time spent on utility coordination, TxDOT permits, and miscellaneous project delays. These items also include the redesign and addition of Construction Phase Services for the Front St. project.

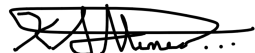
17102 – Ransom Rd Seg. 2 – Construction	\$20,000
X18 – Front St – Additional support for utilities coordination and roadway design.	\$95,000

The additional Time and Materials Fee is **\$115,000**. This will amend the contract for a total Project Management Fee to an amount not to exceed of \$1,974,614. The Project Management Fee shall be calculated at hourly rates not to exceed the amounts contained in the attached Billable Rates by Classification for Binkley & Barfield.

- \$ 800,000.00 under the Agreement
- \$ 38,490.00 under the First Amendment
- \$ 151,124.00 under the Second Amendment
- \$ 350,000.00 under the Third Amendment
- \$ 260,000.00 under the Fourth Amendment
- \$ 100,000.00 under the Fifth Amendment
- \$ 160,000.00 under this Sixth Amendment
- \$ 115,000.00 under this Seventh Amendment

Regards,

**Binkley & Barfield, Inc.**



**Kevin Mineo, P.E.**  
 Managing Director- Transportation  
[kmineo@binkleybarfield.com](mailto:kmineo@binkleybarfield.com)

cc: David Hamilton, PE

## Binkley & Barfield, Inc.

### 2024 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$344.00
Sr. Project Manager	Hour	\$314.00
Project Manager	Hour	\$243.00
Structural Engineer	Hour	\$243.00
Construction Manager	Hour	\$243.00
Sr. Project Engineer	Hour	\$206.00
Project Engineer	Hour	\$174.00
Field Engineer	Hour	\$189.00
Electrical & Instrumentation Engineer	Hour	\$206.00
Engineer Technician	Hour	\$171.00
EIT II	Hour	\$157.00
Graduate Engineer/EIT I	Hour	\$138.00
Structural Inspector	Hour	\$157.00
Construction Observer/Sr. Inspector III	Hour	\$157.00
Construction Observer/Inspector II	Hour	\$146.00
Construction Observer/Inspector I	Hour	\$119.00
Sr. Designator	Hour	\$132.00
Designator	Hour	\$114.00
Sr. Utility Coordinator	Hour	\$191.00
Utility Coordinator	Hour	\$167.00
Production Manager	Hour	\$256.00
Production Technician	Hour	\$107.00
Sr. Electrical Designer	Hour	\$179.00
Sr. CADD/Designer	Hour	\$170.00
CADD/Designer	Hour	\$154.00
CADD Technician	Hour	\$127.00
GIS Manager	Hour	\$162.00
GIS Analyst	Hour	\$116.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$108.00
Clerical/Administrator	Hour	\$100.00
3D Modeling	Day	\$1,032.00

*\*These rates are subject to a Consumer Price Index (CPI) adjustment.*

#### **Direct Expenses**

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost.
2. Mileage shall be reimbursed at the current federal rate as published by the IRS.