

\$1,000,000.00 under the Agreement; and
\$635,000.00 under the First Amendment; and
\$1,315,000.00 under the Second Amendment; and
\$0.00 under this Third Amendment.

In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$2,950,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Project Manager does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, 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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$2,950,000.00.

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, as amended.
 - 5. **Human Trafficking.** BY ACCEPTANCE OF THIS THIRD AMENDMENT, 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 Third Amendment shall prevail with regard to the conflict.
 - 7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Third Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

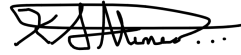
{Execution Page Follows}

FORT BEND COUNTY, TEXAS

BINKLEY & BARFIELD, INC.

KP George, County Judge

Authorized Agent – Signature



Kevin Mineo, P.E.

Date

Authorized Agent- Printed Name

Vice President - Transportation

ATTEST:

Title

Laura Richard, County Clerk

10/12/25

Date

APPROVED:



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 the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

I:\AGREEMENTS\2025 Agreements\Engineering\Binkley & Barfield, Inc (21-Eng-100410-A3)\Third Amendment to Agreement Binkley Barfield (21-Eng-100410-A3).docx rb 9.29.25

September 4, 2025

Via: E-Mail

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

Re: Contract Time Extension for Professional Services- Project Management Agreement for the 2020 Fort Bend County Mobility Program-20001x

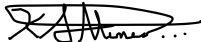
Dear Mr. Stacy Slawinski:

Binkley & Barfield, Inc. (BBI) current contract for the 2020 Mobility Bond Program Management is set to expire on 12/31/2025. We would like to request the contract be extended an additional 4 years(to expire 12/31/2029) to cover the ROW acquisition, Utility Relocation, and Construction of the remaining projects under this contract.

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

Kind Regards,

Binkley & Barfield, Inc.



Kevin A Mineo, P.E.
Vice President – Transportation
kmineo@dccm.com