



2. **Consent to Assignment.** County hereby consents to and approves of the assignment to DCCM Infrastructure, Inc. of all rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and as provided in Section 3 below. Subject to the amendments in provided in Section 3 below, DCCM Infrastructure hereby accepts such assignment of the Agreement, as amended, and expressly assumes all of Binkley & Barfield, Inc.'s rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and agrees to perform the same.

3. **Amendments to the Agreement.**

a. The first (1<sup>st</sup>) paragraph of the Agreement beginning with "This Agreement is made and entered into by and between..." shall be deleted in its entirety and substituted with the following language:

"This Agreement is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and DCCM Infrastructure, Inc. ("Project Manager"), a company authorized to conduct business in the State of Texas. County and Project Manager are hereinafter collectively referred to as the "Parties" and each individually a "Party."

b. The term "Project Manager" in the Agreement, as amended, shall be amended to mean DCCM Infrastructure, Inc. as of the effective date of January 26, 2021. The term "Project Manager" shall no longer mean Binkley & Barfield, Inc.

4. **Scope of Services.** County shall pay Project Manager an additional Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) for the performance and completion of additional services provided in the Project Manager's Proposal attached hereto as Exhibit "A-4" (the "Services") and incorporated by reference for all intents and purposes.

5. **Limit of Appropriation.** Project Manager understands and agrees that the Maximum Compensation payable to Project Manager for Services rendered under this Agreement is hereby increased to an amount not to exceed Three Million, Four Hundred Thousand and 00/100 Dollars (\$3,400,000.00) authorized as follows:

\$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 the Third Amendment; and  
\$ 450,000.00 under this Fourth 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 \$3,400,000.00 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 \$3,400,000.00.

6. **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.

7. **Human Trafficking.** BY ACCEPTANCE OF THIS FOURTH 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.
8. **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 Fourth Amendment shall prevail with regard to the conflict.
9. **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 Fourth 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**

**DCCM INFRASTRUCTURE, INC.**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Mineo, P.E.  
Authorized Agent- Printed Name


ATTEST:

\_\_\_\_\_  
Vice President - Transportation  
Title

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

\_\_\_\_\_  
1/20/2026  
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

# **EXHIBIT A-4**

(Follows Behind)

November 19, 2025

Via: E-Mail

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

**Re: 20001x - Proposal for Additional Professional Services – Project Management Agreement for the 2020 Fort Bend County Mobility Program**

Dear Mr. Stacy Slawinski:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional project management services for the 2020 Fort Bend County Mobility Bond Program contract. The fee is based on the extended schedules, modification of scope for the projects listed below. This will extend the project management service to include these listed projects. Refer to the original contract for all responsibilities and scope for the additional management scope. Also attached is Binkley and Barfield’s new Billable Rates by Classification.

<b>Project Mobility #</b>	<b>Project Name</b>	<b>Additional Scope</b>	<b>Amendment 4</b>
13106	10th Street	Coordination RR/City	\$ 25,000.00
20104	Benton Road	Drainage coordination	\$ 20,000.00
20105	Rohan Road	Drainage coordination	\$ 30,000.00
20107	Koeblen Road Seg. 3	Schedule/ROW	\$ 10,000.00
20109	Reading Road	Redesign/stakeholders	\$ 50,000.00
20111	Vacek Road	Schedule/permits	\$ 10,000.00
20115	Koeblen Road Seg. 1	Schedule	\$ 10,000.00
20118	Richmond Street	Schedule/ City coordination	\$ 15,000.00
20228x	Bob White Bridge Replacement	Sch/Utility coordination/CPS	\$ 10,000.00
20230x	Oberrender Road Bridge Replacement	Sch/Utility coordination/CPS	\$ 10,000.00
20305	Wallis Street	City and TxDOT changes	\$ 25,000.00
20306	Bowser Road	Drainage modifications	\$ 25,000.00
20312	Fulshear Gaston Phase 1 & 2	Design assistance/TCP	\$ 70,000.00
20316x	Candela Heights Traffic Signal	Permits and Sol/Fulshear Gaston at FM 359	\$ 15,000.00
20301	SH 99 SB Frontage Road	TxDOT requirements	\$ 20,000.00
20303a	SH 99 NB Frontage Road	TxDOT requirements	\$ 20,000.00
20303b	SH 99 NB Frontage Road	TxDOT requirements	\$ 20,000.00
20307	SH 99 SB Frontage Road	TxDOT requirements	\$ 20,000.00
20320x	SH 99 NB Frontage Road	TxDOT requirements	\$ 20,000.00
20126x	SB ML Widening Bay Hill	TxDOT requirements	\$ 5,000.00
20127x	SB ML Widening Cinco Ranch	TxDOT requirements	\$ 5,000.00
20128x	NB ML Widening @ Bay Hill	TxDOT requirements	\$ 5,000.00
20129x	NB ML Widening @ Cinco Ranch	TxDOT requirements	\$ 5,000.00
BR19301	Pecan Creek Road Bridge Replacement	Schedule	\$ 5,000.00
	<b>TOTAL</b>		<b>\$ 450,000.00</b>

The additional Project Management fee is **\$400,000**. This will amend the previously amended contract for a total Project Management Fee in amount not to exceed \$3,350,000.

Original Contract	\$1,000,000
Amendment 1	\$635,000
Amendment 2	\$1,315,000
Amendment 4	\$450,000
<b>Total Contract Value</b>	<b>\$3,400,000</b>

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.

Regards,

**Binkley & Barfield, Inc.**



**Kevin Mineo**  
*Vice President- Transportation*  
 kmineo@binkleybarfield.com

cc: David Hamilton, PE



## Binkley & Barfield, Inc. 2025 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$372.00
Sr. Project Manager	Hour	\$340.00
Project Manager	Hour	\$263.00
Structural Engineer	Hour	\$263.00
Construction Manager	Hour	\$263.00
Sr. Project Engineer	Hour	\$223.00
Project Engineer	Hour	\$188.00
Field Engineer	Hour	\$205.00
Electrical & Instrumentation Engineer	Hour	\$223.00
Engineer Technician	Hour	\$185.00
EIT II	Hour	\$170.00
Graduate Engineer/EIT I	Hour	\$150.00
Structural Inspector	Hour	\$170.00
Construction Observer/Sr. Inspector III	Hour	\$170.00
Construction Observer/Inspector II	Hour	\$158.00
Construction Observer/Inspector I	Hour	\$129.00
Sr. Designator	Hour	\$143.00
Designator	Hour	\$124.00
Sr. Utility Coordinator	Hour	\$207.00
Utility Coordinator	Hour	\$181.00
Production Manager	Hour	\$277.00
Production Technician	Hour	\$116.00
Sr. Electrical Designer	Hour	\$194.00
Sr. CADD/Designer	Hour	\$184.00
CADD/Designer	Hour	\$167.00
CADD Technician	Hour	\$138.00
GIS Manager	Hour	\$175.00
GIS Analyst	Hour	\$126.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$117.00
Clerical/Administrator	Hour	\$108.00
3D Modeling	Day	\$1,115.00

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

### **Direct Expenses**

1. Mileage shall be reimbursed at the current federal rate as published by the IRS.