

\$220,000.00 under the Agreement; and
\$ 55,000.00 under this First 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 \$275,000.00 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 \$275,000.00.

4. **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.

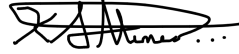
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Project Manager does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts 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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST 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.
7. **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 First Amendment shall prevail with regard to the conflict.
8. **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 First 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. formerly know as
BINKLEY & BARFIELD, 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

1/14/2026

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-1

(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: Proposal for Additional Professional Services- 2020 Evergreen PM
 Project Management Agreement for the 2020 Evergreen Projects
 Fort Bend County
 Project No. 20002x

Dear Mr. Stacy Slawinski:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional project management services for the 2020 Evergreen Street projects. The fee is based on the extended schedules, modification in outfalls, and coordination with the adjacent Evergreen Side Street projects 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.

Project Number	Project Name	Project Management Fee
20122x	Evergreen Seg. 1	\$35,000
20123x	Evergreen Seg. 2	\$20,000

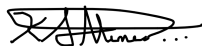
The additional Project Management fee is **\$55,000**. This will amend the previously amended contract for a total Project Management Fee in amount not to exceed \$275,000.

Original Contract	\$220,000
Amendment 2	\$55,000
Total Contract Value	\$275,000

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.

Additionally, the current contract is set to expire on 12/31/2025. We would like to request the contract be extended an additional 4 years, to expire on 12/31/2029. This would cover the ROW acquisition, Utility Relocation, and Construction of the projects under this contract.

Regards,



Binkley & Barfield, Inc.
Kevin Mineo
 Vice President- Transportation
 kmineo@binkleybarfield.com



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.