



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. (“Consultant”), a company authorized to conduct business in the State of Texas. County and Consultant are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

- b. The term “Consultant” in the Agreement, as amended, shall be amended to mean DCCM Infrastructure, Inc. as of the effective date of November 24, 2020. The term “Consultant” shall no longer mean Binkley & Barfield, Inc.

4. **Scope of Services.** County shall pay Consultant an additional Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for the performance and completion of additional services provided in the Consultant’s Proposal attached hereto as Exhibit “A-2” (the “Services”) and incorporated by reference for all intents and purposes.

5. **Time for Performance.** Time for Performance for the Services under this Second Amendment shall begin with Consultant’s receipt of Notice to Proceed and shall end no later than 11:59 p.m. on December 31, 2028. Consultant shall complete the Services within this time or within such additional time as may be extended in writing by County.

6. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Six Hundred Ninety-Five Thousand and 00/100 Dollars (\$695,000.00) authorized as follows:

\$410,000.00 under the Agreement; and  
\$210,000.00 under the First Amendment; and  
\$75,000.00 under this Second 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. Consultant 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 \$695,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Consultant 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 Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$695,000.00.

7. **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, Consultant hereby verifies that Consultant 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, Consultant 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, Consultant 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, Consultant 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.
8. **Human Trafficking.** BY ACCEPTANCE OF THIS SECOND AMENDMENT, CONSULTANT 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.

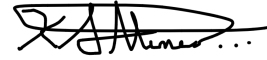
9. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.
  
10. **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 Second 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

\_\_\_\_\_  
February 6, 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-2**

(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- 2017 Tipping PM**  
 Project Management Agreement for the 2017 Tipping Fee Projects  
 Fort Bend County  
 Project No. 17005x

Dear Mr. Stacy 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 Tipping projects. The fee is based on the extended schedules 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	Amendment 2
17121x	W Sycamore Seg 1	\$10,000
17122x	W Sycamore Seg 2	\$20,000
17123x	W Sycamore Seg 3	\$30,000
17222x	W Sycamore Seg 4	\$5,000
17124x	Westenfeldt Road	\$10,000

The additional Project Management fee is **\$75,000**. This will amend the previously amended contract for a total Project Management Fee in amount not to exceed \$695,000.

Original Contract	\$410,000
Amendment 1	\$210,000
Amendment 2	\$75,000
<b>Total Contract Value</b>	<b>\$695,000</b>

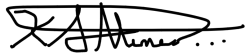
The Project Management Fee shall be calculated at hourly rates not to exceed the amounts contained in the attached Billable Rates by Classification for Binkley & Barfield.

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Additionally, the current contract is set to expire on 12/31/2026. We would like to request the contract be extended an additional 2 years, to expire on 12/31/2028. 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.