

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO PROJECT MANAGEMENT AGREEMENT FOR THE
 2017 FORT BEND COUNTY MOBILITY BOND PROGRAM**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **BINKLEY & BARFIELD, INC.**, (hereinafter "Project Manager"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program on March 13, 2018, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

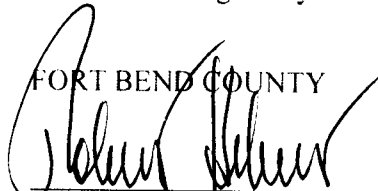
NOW, THEREFORE, the parties do mutually agree as follows:

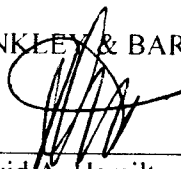
1. County shall pay Project Manager an additional thirty-eight thousand four hundred ninety dollars and no/100 (\$38,490.00), for the Services as described in Project Manager's Proposal for Additional Professional Services dated August 30, 2018, attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed eight hundred thirty-eight thousand four hundred ninety dollars and no/100 (\$838,490.00), authorized as follows:
 - \$800,000.00 under the Agreement; and
 - \$38,490.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

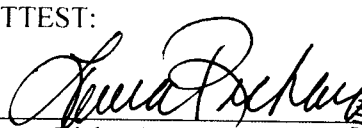
IN WITNESS WHEREOF, the County and the Project Manager have caused their respective duly authorized representatives to execute, seal and deliver this Amendment, all as of the date signed by the last party hereto.

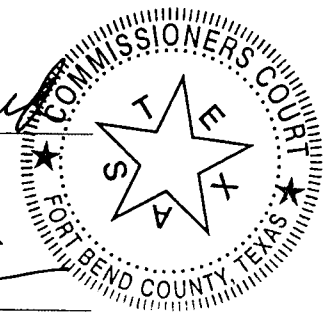
FORT BEND COUNTY

Robert E. Hebert, County Judge

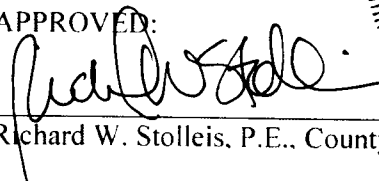
BINKLEY & BARFIELD, INC.

David A. Hamilton, P.E.,
Executive Vice President

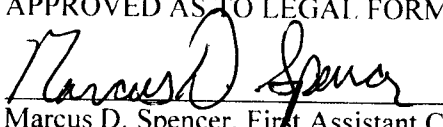
9-25-2018
Date

9/16/18
Date

ATTEST:

Laura Richard, County Clerk

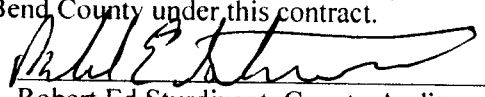


APPROVED:

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 838,490 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

1 Marcus Agreements Engineering Road Construction-PM - 2017 Mobility-BBI-Amend 1 - Project Management BBI 2017 docx 9.4.2018

EXHIBIT A



August 30, 2018

Mr. Richard Stolleis
Fort Bend County Engineering Department
301 Jackson Street
Richmond, Texas 77469

Re: Proposal for Additional Professional Services – Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program

Dear Mr. Stolleis:

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 addition of the Sims Road project (17119x) and addition of the Traffic Study for FM360 at Williams School Road (17116). This will extend the current contract to include Traffic Study and the project management service to include the Sims Road project. Refer to the original contract for all responsibilities and scope for the additional project management scope and refer to the attached proposal dated June 19, 2018 for the Traffic Study.

The additional Project Management fee is **\$20,000** and the Traffic Study Lump Sum fee will be **\$18,490** and it will amend the original contract for a total Project Management Fee in amount not to exceed **\$838,490**. The Project management Fee shall be calculated at hourly rates not to exceed the amounts contained in the original contract's Exhibit C.

If you have any questions please give me a call or send me an email.

Sincerely,

Kevin Mineo

Binkley & Barfield, Inc.
Consulting Engineers

Kevin A. Mineo, P.E.
Senior Project Manager
Transportation Group

CC: DAH
MM: vvp

**FEE SUMMARY – ADDITIONAL WORK
FORT BEND COUNTY – PRECINCT 1**

**PROFESSIONAL SERVICES FOR
FORT BEND COUNTY 2017 MOBILITY BOND PROGRAM
PROJECT MANAGEMENT FOR SIMS ROAD 17119X**

TASK	CLASSIFICATION						COST
	Principal \$243	PM \$229	Proj Eng \$163	Grad Eng \$110	Sr CADD \$135	Clerical \$76	
PRELIMINARY PHASE							
Design Review							
PER Review & Meeting	1	8	16			2	\$ 3,410
Addressing Design Concerns		12	16				\$ 3,716
Review of 70%, 95%, 100%		12	40			6	\$ 6,812
Misc. tasks & assistance for County Engineer			10				\$ 1,100
SUBTOTAL	1	32	82	0	0	8	\$15,038
Project Management							
Review invoices		4				12	\$ 1,564
Meetings & Coordination w/ County Commissioners, Engineer, Drainage District, City, Road & Bridge, Staff & Engineering Team Members		4	4				\$ 1,092
SUBTOTAL	0	8	4	0	0	12	\$2,656
Direct Expenses							
Project Site Visits		8	8				\$ 2,184
Reproduction / Deliveries							\$ 122
SUBTOTAL		8	8				\$2,306
TOTAL PRELIMINARY FEE							\$20,000



June 19, 2018

Fort Bend County
Attn: Stacy Slawinski
301 Jackson Street
Richmond, Texas 77469

RE: Proposal for Professional Services
FM 360 at Williams School Road – Traffic Study

Dear Mr. Slawinski:

Binkley & Barfield, Inc. (BBI) appreciates the opportunity to provide this proposal for professional engineering services to Fort Bend County (Client) in connection with the FM 360 at Williams School Road intersection (Project). The Project will evaluate existing conditions at the FM 360 at Williams School Road and provide possible recommendations for improving safety and operations at the intersection.

Scope of Services

BBI has developed the following list of engineering services that will be performed by BBI to complete this project.

1. Project Management and Data Collection
 - a. BBI will coordinate with the client as needed regarding the project.
 - b. BBI will provide monthly invoices as required by the Client.
 - c. BBI will participate in conference calls for the project as required.
2. Traffic Counts
 - a. BBI will collect weekday 24-hr classification turning movement counts at the study intersection.
 - b. BBI will collect approach speeds at the study intersection approximately 1,500 feet before the intersection for 24-hrs.
3. Site Visit
 - a. BBI will conduct a site visit to document existing conditions which include, but are not limited to, the following:
 - i. Sight Distance on controlled approaches
 - ii. Traffic Control Devices (i.e. regulatory and warning signs)
 - iii. Pavement widths
 - iv. Lighting (if any)
 - v. Photos of existing conditions
4. Analysis
 - a. Crash Analysis
 - i. BBI will pull crash data from the TxDOT CRIS website
 - ii. BBI will compare TxDOT CRIS data with crash reports provided by the County
 - iii. BBI will prepare collision diagrams of the intersection
 - b. Alternative Analysis
 - i. BBI will prepare a list of safety countermeasures which include a maximum of three geometric improvements
 - ii. BBI will perform HCM level of service analyses on the three geometric improvements based on existing traffic counts and a 10-year horizon year utilizing a TxDOT Statewide Planning Map growth rate.
5. Report
 - a. BBI will prepare a report summarizing the findings and recommendations.

- b. BBI will include a preliminary cost estimate of the recommendations
 - c. BBI will address comments as received from Fort Bend County
6. Deliverables
- a. Draft Report – Electronic Format
 - b. Final Report – Electronic Format

Schedule

BBI is prepared to begin work on this project upon your authorization to proceed. BBI will provided a preliminary report for the Client's review thin six (6) weeks of receiving traffic count data.

Fee

BBI is prepared to complete the project as described in the Scope of Services section for a lump sum fee of **eighteen thousand four hundred ninety dollars (\$18,490)**. A breakdown of the fee is summarized below:

Traffic Counts	\$2,000
Traffic Study	\$16,490
Total Fee	\$18,490

Reimbursable Expenses:

No reimbursable expenses are proposed.

Additional Services

BBI can perform certain Additional Services, which are not included in the Scope of Services above. These services can be completed on a "Time and Materials" basis in accordance with the attached Rate Schedule or an agreed lump sum fee with prior written approval from the Client. Additional Services can include but are not limited to the following:

Additional counts or analysis as request by the Client or reviewing entities

- 1. Meetings outside of the BBI office other than those specified in the scope
- 2. PS&E documents for any proposed or required roadway improvements
- 3. Traffic Signal Warrant Studies
- 4. Traffic Signal Timing Services

Client Provided Services:

The Client shall provide to BBI the following:

- 1. 2012 – 2016 Crash Reports

Authorization

If this proposal meets with your approval, please sign and return to our office. See Attachment B for a detailed breakdown of hours and fee. If you have any questions, please call or email.

Sincerely,

Kevin Mineo

Kevin Mineo, P.E.
Senior Project Manager

(Signature)

(Name)

(Title)

(Date)

Enclosures: Attachment B

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Binkley & Barfield, Inc.
Houston, TX United States

Certificate Number:
2018-400716

Date Filed:
09/06/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
09/25/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017 Mobility Bond Project
Professional Engineering Support Services for the 2017 Fort Bend County Mobility Bond Project, Precinct 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Binkley, James Brett	Houston, TX United States	X	
	Barfield, P. E., Larry	Houston, TX United States	X	
	Hamilton, P.E., David	Houston, TX United States	X	
	Laham, P.E., Youssef	Houston, TX United States	X	
	Williams, RPLS, Steven	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)