

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS SECOND 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") pursuant to SOQ 14-025, as amended by document executed on September 25, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to add additional Project Management Services, including projects from the 2013 Fort Bend County Mobility Bond Program, add certain Preliminary Engineering Services, 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 one hundred fifty-one thousand one hundred twenty-four dollars and no/100 (\$151,124.00), for the Services as described in Project Manager's Proposal for Additional Professional Services dated May 23, 2019, attached hereto as Exhibit "A" and incorporated herein for all purposes, which includes the preparation of design, engineering plans, or project specifications, notwithstanding the terms stated in Section 5.1 of the Agreement.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed nine hundred eighty-nine thousand six hundred fourteen dollars and no/100 (\$989,614.00), authorized as follows:
 - \$800,000.00 under the Agreement;
 - \$38,490.00 under the Amendment; and
 - \$151,124.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without written agreement executed by both parties.

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


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

BINKLEY & BARFIELD, INC.



KP George, County Judge



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

6-25-2019
Date


6/7/19
Date

ATTEST:




Laura Richard, County Clerk



APPROVED:


J. Stacy Slawinski, P.E., County Engineer

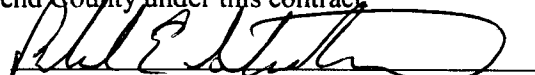
APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 989,614.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



May 23, 2019

Mr. Stacy Slawinski
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. 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. The fee is based on:

- Stakeholder coordination of FM 521 South -Task 1A - see Scope in Attachment A -1
- Diagrammatic of FM 521 South (Hwy 6 to Brazoria County) – Task 1B – see Scope in Attachment A-1
- Temporary & Permanent Signal Design at A Myers and FM 762 – Task 2A – See scope in Attachment A-2
- Revision of the Traffic Study at A Myers and FM 762 – Task 2B – See scope in Attachment A-2
- Signal, Striping, & Signing modifications for the intersection at Williams Way and I-69 – Task 3
- Additional Project Management Fee for Front Street – Task 4

The additional Time and Materials Fee is **\$107,180** and the Lump Sum fee for the revised traffic study and Diagrammatics will be **\$43,944** and it will amend the contract for a total Project Management Fee to an amount not to exceed of **\$989,614**.

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

Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers

Kevin A Mineo...

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

CC: DAH

ATTACHMENT A-1**SERVICES TO BE PROVIDED BY THE ENGINEER**

The work to be performed by the Engineer shall consist of preliminary engineering services for development of a design diagrammatic, data collection analysis, and stakeholder coordination to widen FM 521 from SH 6 to the Brazoria County Line in Fort Bend County (CSJ 0111-03-064).

BAISIC SERVICES (PAID LUM SUM)**FUNCTION CODE 102(110) – FEASIBILITY STUDIES****ROUTE AND DESIGN STUDIES**

110.1 Data Collection and Field Reconnaissance. The Engineer shall collect, review, and evaluate data described below. The Engineer shall provide written documentation whenever Engineer finds disagreement with the information or documents:

1. Data, if available, from the County and TxDOT, including “as-built plans”, existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

110.2 Design Criteria. The Engineer shall develop the roadway design criteria based on the controlling factors specified by TxDOT (i.e. 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual, and other deemed necessary TxDOT approved manuals.

110.3 Preliminary Cost Estimates. The Engineer shall develop a preliminary cost estimate using TxDOT’s Average Low Bid Unit Price. The Engineer shall estimate the total project cost including preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering inspection (CEI).

110.4 Alternatives Analysis. The Engineer shall identify and analyze up to three (3) alternatives to minimize potential adverse impacts, major utility conflicts, structural impediments, or exceptions to County, TxDOT, or FHWA design criteria.

110.5 Conceptual Design Diagrammatics. The Engineer shall develop up to three (3) conceptual design diagrammatics and proposed typical section concepts in MicroStation format to evaluate various methods of handling traffic while providing access in key areas. It is anticipated that a single design alternative that optimizes traffic flow and access shall be produced (see Diagrammatic Layout below). The conceptual diagrammatics will be plan view only. Profile work will be done only to the extent necessary to lay out the proper horizontal geometry.

The conceptual diagrammatics shall be in roll plot format with a scale of 1" = 200' and contain the following design elements:

1. Mainlane roadway alignment.
2. Pavement edges, face of curbs, and shoulder lines.
3. Typical sections of existing and proposed roadways.
4. Proposed structure locations (including wildlife crossings and fencing structures).
5. Preliminary ROW requirements and control-of-access locations.
6. Direction of traffic flow and the number of lanes on all roadways.
7. Existing utilities.

110.6 Diagrammatic Layout. The Engineer shall develop one (1) final diagrammatic layout based on the conceptual design diagrammatics after the basic lane layout, lane arrangement, and ROW and easement requirements depicted on the conceptual diagrammatics is approved.

The diagrammatic shall be plan view only in roll plot format with a scale of 1" = 100' and include the following elements:

1. Aerial background imagery and/or planimetrics as available from collected data and publicly-available sources. No instrument survey will be performed.
2. Geopak calculated roadway alignments for mainlanes, general purpose lanes, ramps, bridges, access roads, and cross streets at major intersections and grade separations (as applicable).
3. Horizontal curve data shown in tabular format.
4. Pavement edges, curb lines, sidewalks for all roadway improvements.
5. Typical sections of existing and proposed roadways.
6. Proposed structure locations, bridge layouts including abutment, bent, and rail locations.
7. Existing and proposed major utilities.
8. Existing property lines and respective property ownership information, ROW, and easements from as-built plans, ROW maps, tax records, and other publicly-available sources.
9. Waters of the US (WOUS) and approximate location and size of existing floodplains and cross culvert structures.
10. Control-of-access limits.

11. Location and text of the existing and proposed general purpose lanes guide signs and the preliminary locations of changeable message signs (as applicable).
12. Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways.

FUNCTION CODE 145(145, 164) – MANAGING CONTRACTED/DONATED PE

PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer shall coordinate issues and communications through the County's Project Manager. The County will communicate the resolution of issues and provide the Engineer direction through the County's Project Manager.

145.1 Project Management. The Engineer shall:

- Direct and coordinate the various elements and activities associated with developing the design diagrammatic.
- Meet on a scheduled basis to review project progress. Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.
- Prepare monthly written progress reports.
- Prepare and submit invoices.

ADDITIONAL SERVICES (PAID HOURLY)

145.2 Stakeholder Coordination. The Engineer shall attend up to ten (10) coordination meetings with various stakeholders with the purpose of advancing project development. Stakeholders may include TxDOT, private landowners, local municipal or levee improvement districts, government officials, etc.

ATTACHMENT A-2**SERVICES TO BE PROVIDED BY THE ENGINEER**

The work to be performed by the Engineer shall consist of preliminary engineering services for development of a design diagrammatic, data collection analysis, and stakeholder coordination to widen FM 521 from SH 6 to the Brazoria County Line in Fort Bend County (CSJ 0111-03-064).

SIGNAL WARRANT ANALYSIS AND REPORT (PAID LUM SUM)

Traffic Counts

- BBI will collect weekday 24-hr classification turning movement counts at the study intersection.

Site Visit

- BBI will conduct a site visit to document existing conditions.

Analysis Signal warrant

- BBI will pull crash data from the TxDOT CRIS website and request crash data from Fort Bend County
- BBI will summarize and review the collected data.
- BBI will evaluate the data per the applicable Texas Manual on Uniform Traffic Control Devices traffic signal warrants.

Report

- BBI will prepare a report summarizing the findings and recommendations.
- BBI will submit the report to the Client for review in electronic format.
- BBI will incorporate comments from the Client.
- BBI will submit the final report to the Client.

Deliverables

- Draft Report – Electronic Format
- Final Report – Electronic Format

TEMPORARY TRAFFIC SIGNAL DESIGN (PAID HOURLY)

1. Project Management

- BBI will coordinate with the client as needed regarding the project.
- BBI will coordinate with TxDOT as required.
- BBI will attend up to two meetings in person as requested by the County.

2. Temporary Timber Pole Span Wire Traffic Signal Design

- Design Criteria
 - i. Fort Bend County design criteria
 - ii. Texas Manual on Uniform Traffic Control Devices
 - iii. Harris County/TxDOT Houston District (as applicable)
- Design Components
 - i. Timber Pole Span Wire
 - ii. Pedestrian Signals (as applicable)
 - iii. Vehicle detection
 - iv. Street light luminaires
 - v. Street name signs
- 60% Plan Preparation and Submittal
 - i. Prepare base file from previous design files and as-built conditions. No topographic survey is proposed.

- ii. Conduit a field visit to confirm field conditions as shown in base files
- iii. Submit to the County for review, 60% Submittal to include the following:
 - 1. Cover Sheet
 - 2. Summary of Small Signs
 - 3. Existing Conditions/Removal Plan
 - 4. Proposed Signal Layout
 - Signal pole locations
 - Pedestrian pole locations
 - Signal Head Configurations
 - 5. Elevation View of Span Wires
 - 6. Submittal will not include design tables, quantities, or standards
- iv. Participate in a review meeting via conference call
- 90% Plan Preparation and Submittal
 - i. Revise design to reflect 60% review comments
 - ii. Finalize proposed layout including design tables, quantities, and standards
 - iii. General Notes
 - iv. Specifications
 - v. Prepare Engineer’s Opinion of Probable Cost
- 100% Plan Preparation and Submittal
 - i. Revise design to reflect 90% review comments
 - ii. Complete and submit final design
 - iii. RFI Responses
- Deliverables
 - i. 60% Plans – Electronic Format
 - ii. 90% Plans – Electronic Format
 - iii. 100% Plans – Electronic Format
- 3. Construction Administration Services
 - Attendance at pre-construction meeting
 - Review material submittals provided by the contractor to confirm conformance to County Standards

Schedule

BBI is prepared to begin work on this project upon your authorization to proceed. A preliminary schedule is provided below. Dates would take affect after receiving the notice to proceed.

Signal Warrant Analysis and Report

Traffic Counts	1 week
Draft Report	1 week
County/TxDOT Review	2 weeks
Finalize Report.....	1 week

Temporary Timber Pole Span Wire Traffic Signal Design

60% Submittal.....	2 weeks
County Review.....	1 week
90% Submittal.....	3 weeks
County/TxDOT Review	2 weeks
100% Submittal.....	2 weeks

Additional Services

BBI can perform certain Additional Services, which are not included in the Scope of Services above. Additional Services can include but are not limited to the following:

1. Additional counts or analysis as request by the Client or reviewing entities
2. Meetings outside of the BBI office other than those specified in the scope
3. PS&E documents for any proposed or required roadway improvements
4. Traffic Signal Timing Services
5. Topographic Survey
6. Temporary Traffic Control (TxDOT Standards will be included in the plan set)

Client Provided Services:

The Client shall provide to BBI the following:

1. 2014 – 2018 Crash Reports



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

MEMORANDUM

June 21, 2019

TO: Members of the Commissioners Court
RE: Binkley & Barfield Project Management – First Amendment

The total cost of the Amendment is \$151,124. The funding will be transferred from the following project:

Project No.	Project Name	Amount
17111	FM 521	\$57,670
13102	A. Myers	\$50,829
13114	Williams Way	\$24,725
X18	Front Street	\$17,900

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**

Certificate Number:
 2019-501453

Date Filed:
 06/06/2019

Date Acknowledged:
 06/25/2019

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

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

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)