

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

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 “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on February 25, 2020 pursuant to SOQ 14-025, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to allow Contractor to provide additional Services under the Agreement.

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

1. County shall pay Contractor an additional amount not to exceed four hundred ninety-nine thousand ninety-four dollars and 90/100 (\$499,094.90) to perform the additional Services, as described in Contractor’s proposal dated July 21, 2022 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed five million nine hundred fifty-one thousand three hundred forty-four dollars and 90/100 (\$5,951,344.90), authorized as follows:

\$5,452,250.00 under the Agreement; and
\$499,094.90 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 an agreement executed by the parties.
4. The parties agree the terms and conditions have remained in effect to date and the Time of Performance under the Agreement shall hereby be extended to end no later than December 31, 2026.
5. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY



County Judge KP George

KP George, County Judge

BINKLEY & BARFIELD, INC

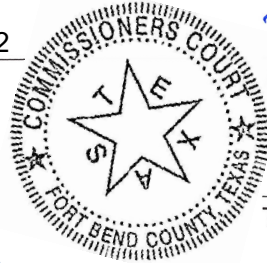


Authorized Agent – Signature

September 6, 2022

Date


ATTEST:



David A. Hamilton
Authorized Agent – Printed Name

Executive Vice President

Title



Laura Richard, County Clerk

8/19/22

Date

APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 5,951,344.90 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

July 21, 2022

Via: E-Mail

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

Re: Proposal for Additional Professional Services
FM 521
Fort Bend County
Project No. 17111

Dear Mr Stacy Slawinski, P.E.:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional services for the FM 521 reconstruction project. The fee is based on scope which we were no able to forecast at the start of the contract as well as TxDOT delays.

SCOPE OF SERVICES SUMMARY

Survey: Additional survey was needed when TxDOT required a transition from CR 56 into Brazoria County. Once the drainage was designed the size of the ponds were found to be much larger. TxDOT also instructed us to move a pond as a permit was issued for a development.

Geotech: Additional borings are needed due to the additional pond and the increase in size of Pond 2

Drainage: These are a combination of Design changes from TxDOT on the pond and ditch design and unforeseen challenges with the outfalls.

Traffic: Additional intersections have been found to warrant a traffic signal.

SW3P: Construction Phase services were needed

Road: TxDOT requirements have been updated and need to comply for approval. All Side Paths need to be updated as well as driveways the side Path crosses.

There has also been delays from TxDOT to get items reviewed and approved which has been causing rework and delays. Some delay is from the lack of staffing, and the other is that the project is not a priority since the Letting Date is 2028 as of now. This has caused slow review times and missing required information. In some instances, required items can not be done until one year of letting.

The following table is a summary of the cost to complete the design.

FM 521			
FROM SH 6 TO CR 56			
DESCRIPTION	COST	TOTAL	
Binkley & Barfield DCCM			
SCHEMATIC ENGINEERING - 0100	\$36,080.00		
PROJECT MANAGEMENT, SCHEMATIC, PUBLIC MEETING			
PS&E ENGINEERING - 0400	\$144,780.00		
PROJECT MANAGEMENT, DESIGN AND FBC FWSD #1 RELOCATION			
		\$	180,860.00
HALFF			
DRAINAGE IMPACT STUDY			
COORDINATION	\$ 14,500.00		
STUDY PHASE	\$ 16,720.00		
DESIGN PHASE	\$ 37,560.00		
DRAINAGE DESIGN			
DITCH AND STORM DESIGN	\$ 23,200.00		
STORM SYSTEM OPTIMIZATION	\$ 7,280.00		
MANAGING HJ CONSULTING	\$ 16,600.00		
CR 56 INTERSECTION CHANGE	\$ 6,780.00		
		\$	122,640.00
HJ			
Pond 1A Revisions (Already Performed)	\$ 10,000.00		
Pond 1B Revisions (Proposed)	\$ 30,875.00		
Pond 2 Revisions (Already Performed)	\$ 8,000.00		
Outfall Improvements (Outfalls 2 & 3)	\$ 18,010.00		
		\$	66,885.00
TEDSI			
FC 102 - FEASIBILITY STUDIES - DATA COLLECTION	\$ 2,088.00		
FC 162 - TRAFFIC SIGNAL WARRANT STUDIES	\$ 5,558.00		
FC 162 - TEMPORARY TRAFFIC SIGNAL DESIGN	\$ 37,582.58		
FC 162 - PERMANENT TRAFFIC SIGNAL DESIGN	\$ 65,033.92		
FC 163- ILLUMINATION (CONTINUOUS LIGHTING)	\$ (77,762.50)		
FC 165 - TRAFFIC MANAGEMENT SYSTEMS (PERMANENT)	\$ -		
DIRECT EXPENSES	\$ -		
		\$	32,500.00
TLC			
Construction Phase services	\$ 1,161.60		
		\$	1,161.60
Earth			
3 Additional Borings	\$ 3,611.00		
		\$	3,611.00
Weisser			
Additional Services	\$ 19,850.00		
Parcel Revisions	\$ 2,400.00		
		\$	22,250.00
CFA			
Additional Design Survey Driveways (4 locations)	\$ 12,684.00		
Survey 400' of outfall channel, at 50' cross sections, 60' wide	\$ 5,888.00		
Survey 700' of outfall channel, at 50' cross sections, 60' wide	\$ 8,556.00		
Design Survey Detention Pond 15-Acres, 100' cross sections	\$ 8,852.00		
Design Survey Detention Pond 4-Acres, 100' cross sections	\$ 8,852.00		
		\$	44,832.00

Landtech		
TRADITIONAL RIGHT-OF-WAY MAP	\$	10,500.22
PERFORM RESEARCH, FIELD WORK, CALCULATIONS & ANALYSIS TO EXTEND EXISTING ROW INTO BRAZORIA COUNTY 1,000 FEET S OF CR 56. Unanticipated effort related to TxDOT project review, including mapping efforts and meeting attendance.		
3.1 DESIGN SURVEYS	\$	13,353.08
ESTABLISH CONTROL, COLLECT FIELD SURVEY DATA, AND PERFORM CAD WORK TO EXTEND DESIGN SURVEYS INTO BRAZORIA COUNTY 1,000 FEET S OF CR 56 AND UPDATE PLANIMETRIC AND DTM FILES. Survey additional information, including stream cross sections at detention locations.		
OTHER DIRECT EXPENSES		\$502.00
	\$	24,355.30
Total	\$	499,094.90

The additional Lump Sum Fee is \$499,094.90.

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

Binkley & Barfield, Inc.



Kevin Mineo, P.E.
Managing Director Transportation
 kmineo@binkleybarfield.com

cc: David Hamilton, PE
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TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	SENIOR CADD OPERATOR	SENIOR UTILITIES COORDINATOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SCHEMATIC ENGINEERING - 0100													
PROJECT MANAGEMENT, SCHEMATIC, PUBLIC MEETING													
PROJECT MANAGEMENT	24				8	8	8				48		
SCHEMATIC	8				8	8	8				32		
PUBLIC MEETING (Prep and Meetings)	48				24	24	48				144	N/A	N/A
	80	0	0	0	40	40	64	0	0	0	224	0	
CONTRACT RATE PER HOUR	\$212.00	\$212.00	\$179.00	\$212.00	\$152.00	\$134.00	\$120.00	\$149.00	\$148.00	\$166.00			
TOTAL LABOR COSTS	\$16,960.00	\$0.00	\$0.00	\$0.00	\$6,080.00	\$5,360.00	\$7,680.00	\$0.00	\$0.00	\$0.00	\$36,080.00		
% DISTRIBUTION OF STAFFING	10.26%	0.00%	0.00%	0.00%	5.13%	5.13%	8.21%	0.00%	0.00%	0.00%			
SUBTOTAL - FC 145 (164)											\$36,080.00		

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	SENIOR CADD OPERATOR	SENIOR UTILITIES COORDINATOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
PS&E ENGINEERING - 0400													
PROJECT MANAGEMENT, DESIGN AND FBC FWSD #1 RELOCATION													
PROJECT MANAGEMENT	56	56									112		
PROJECT MANAGEMENT - MANAGING SUB CONSULTANTS	128	64									192		
RAILROAD COORDINATION	60	8			30		30				128		
DRAINAGE MEETINGS	30	30									60		
ROADWAY GEOMETRICS	16	8			16		40				80		
FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT #1 (FBCFWSD#1) COORDINATION	36	8	8		8	8	8				76		
FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT #1 (FBCFWSD#1) RELOCATION DESIGN	8	4	12		12	48	48				132	6	22
	334	178	20	0	66	56	126	0	0	0	780	6	
CONTRACT RATE PER HOUR	\$212.00	\$212.00	\$179.00	\$212.00	\$152.00	\$134.00	\$120.00	\$149.00	\$148.00	\$166.00			
TOTAL LABOR COSTS	\$70,808.00	\$37,736.00	\$3,580.00	\$0.00	\$10,032.00	\$7,504.00	\$15,120.00	\$0.00	\$0.00	\$0.00	\$144,780.00		
% DISTRIBUTION OF STAFFING	42.82%	22.82%	2.56%	0.00%	8.46%	7.18%	16.15%	0.00%	0.00%	0.00%			
SUBTOTAL - FC 160 (163)											\$144,780.00		

DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	SENIOR CADD OPERATOR	SENIOR UTILITIES COORDINATOR	TOTAL LABOR HRS.	TOTAL LABOR HRS. & COSTS
SCHEMATIC ENGINEERING - 0100	80	0	0	0	40	40	64	0	0	0	224	\$36,080.00
PS&E ENGINEERING - 0400	334	178	20	0	66	56	126	0	0	0	780	\$144,780.00
SUBTOTAL LABOR EXPENSES	414	178	20	0	106	96	190	0	0	0	1004	\$180,860.00
	41%	18%	2%	0%	11%	10%	19%	0%	0%	0%		

PRIME: BBI
 HWY: FM 521 SUPPLEMENTAL
 CSJ: 0111-03-064

Fee Schedule
 Method of Payment: Lump Sum

BBI PROJECT 200000118.000.1
 FBC CONTRACT 17111

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Lodging/Hotel - Taxes and Fees	day/person	\$35.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person	\$93.00		\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	\$51.00		\$0.00
Mileage	mile	\$0.545		\$0.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	\$70.00		\$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	\$650.00		\$0.00
Toll Charges	each	\$5.00		\$0.00
Photocopies B/W (11" X 17")	each	\$0.23		\$0.00
Photocopies B/W (8 1/2" X 11")	each	\$0.12		\$0.00
Report Printing	each	\$53.00		\$0.00
Reproduction of CD/DVD	each	\$4.00		\$0.00
CDs	each	\$1.50		\$0.00
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00

SUMMARY	
TOTAL LABOR COSTS	\$180,860.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$0.00
GRAND TOTAL	\$180,860.00



July 15, 2022
037955.001

Fort Bend County Engineering
301 Jackson St., 4th Floor
Richmond, TX 77469

Attn: Mr. Kevin Mineo, P.E. (BBI)

**Re: Proposal for Additional Engineering Services
FM 521 between State Highway 6 and County Road 56**

Dear Mr. Mineo:

Halff Associates, Inc. (Halff) is pleased to present our proposal for Additional Engineering services for the FM 521 (SH 6 to CR 56) project. Attachments A and B include the scope of services and fee estimate based on the additional scope items that are required to determine right-of-way requirements and complete the drainage analysis and design. The additional scope items pertain to the Drainage Impact Study and Drainage Design for the project.

1. Attachment A – Scope of Additional Services
2. Attachment B – Level of Effort Breakdown for Additional Services
Lump sum fee: \$122,640

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our continued association on this project will be mutually beneficial. Please feel free to contact me if you have any questions or comments concerning this matter.

Sincerely,
Halff Associates, Inc.

A handwritten signature in black ink that reads "Ashley Purkey". The signature is written in a cursive, flowing style.

Ashley Purkey, PE
Public Works Team Leader

ATTACHMENT A
Scope of Additional Services

FM 521
From State Highway 6 to County Road 56
Scope of Additional Services

Halff, as a subconsultant to BBI, was tasked with hydrologic and hydraulic design for the FM 521 project. The main tasks were the Schematic Design, which included completion of drainage impact analysis and preparation of a drainage report, and the Roadway Drainage Design. As the project progressed, additional drainage coordination, H&H analysis and drainage design services were performed to complete the drainage study, provide drainage recommendations to the roadway design team, and complete the drainage design. This document outlines the additional effort that was outside the original scope of work but was required to finalize the drainage study and provide the necessary information to complete the roadway design. The overall duration of the project was extended due to the need to perform these additional analyses, work through drainage design changes and issues, and update the drainage report accordingly.

Drainage Impact Study

Coordination

\$14,500

1. Halff performed additional coordination with TxDOT that was beyond what was originally anticipated. In multiple meetings and calls with TxDOT, multiple drainage items were discussed including reducing the roadway profile, improving the existing outfalls, providing 10-year roadside ditch capacity, GCWA canal outfalls, impact analysis methodology, minimum slope design exceptions, and other items.
2. In excess of the project expectation, Halff was involved with additional meetings and calls with BBI related to design changes, design coordination, and drainage questions. Other project management topics were also discussed such as schedule for completion of drainage analysis and report.

Schematic Phase

\$16,720

During the Schematic phase, Halff performed work which required effort beyond what was anticipated from the original scope of work. The main items included:

1. Evaluation of improving existing outfalls. Due to the flat terrain and shallow outfalls, the proposed storm pipe did not have sufficient cover without significantly raising the roadway. Halff was asked to evaluate if the existing outfalls could be improved and lowered rather than further raising the roadway profile to provide the storm pipe depth required. This required completely updating the hydraulic modeling for Outfalls 1B, 2, 3, and 4.
2. Related to the raised roadway profile, Halff was asked to evaluate the drainage to limit ROW acquisition to only the west side of FM 521. This required adjusting drainage areas and ditch sizes as well as updating the hydrologic and hydraulic modeling.
3. Halff updated the drainage report and supporting documentation (such as exhibits and appendices) to reflect changes during the schematic phase to the H&H analysis and revised modeling results.

Halff provided BBI with the draft Drainage Study Report on May 27, 2021. Comments were received on June 2, 2021 and were incorporated into the report. All changes to the study and report after this date were due to changes in design.

Design Phase

\$37,560

Significant effort was spent to update the report and supporting documentation to reflect changes in drainage design. During the design phase, significant coordination was required with both the

Halff roadway design team and HJ, another subconsultant working on the drainage design. Any design changes, including both those within the HJ segment and Halff segment, were required to be modeled by Halff to evaluate impacts and required mitigation. The following design changes required significant analysis and modeling to determine impacts and update mitigation recommendations:

- Future water treatment plant expansion impacting the size of Pond 1A (information received from BBI on September 29, 2021). This also led to the evaluation of Pond 1B to offset the reduction in Pond 1A size/volume.
- Location of Pond 5 (correspondence with BBI on August 24, 2021 and Halff response on August 27, 2021), which impacted the storm system and the hydraulic modeling.

Halff updated the drainage report and supporting documentation (such as exhibits and appendices) to reflect changes during the schematic phase to the H&H analysis and revised modeling results.

Drainage Design

Ditch and Storm Design

\$23,200

Design revisions based on coordination with the other disciplines is expected as part of the contract. The ditches and storm design were significantly modified multiple times before the 30% submittal due to changes in the roadway (alignment and profile changes, driveway and sidewalk shifts, additional lanes, etc.), not including modifications based on TxDOT comments. The plan sheets were setup and labeled by 6/02/2021 after which revisions occurred, requiring the revision of the sheets. The number of roadway changes exceeds the expected number of revisions outside of Halff's control. This fee is for one of the additional revisions (listed below) and includes revisions to the design, drainage calculations, and plan sheets. The following identifies the iterations of revisions that took place prior to the 30% submittal:

- 3/26/2021: Roadway alignment shifted horizontally requiring the storm drain, ditches, and ponds be redesigned (hydraulically analyzed and relocated) throughout the project.
- 6/03/2021: Trunk line was moved to the west side of the road to simplify traffic control and phasing. The storm trunk lines for three of the six ponds were relocated to the west side of the road and roadway crossings were designed to outfall into the pond. The longer pipe lengths affected the design and elevations of the storm drains, ditches and pond pilot channels.
- 6/16/2021: Driveways throughout project were shifted to avoid the shifted ditches and manholes/inlets were shifted and elevations recalculated.
- 6/29/2021 & 7/6/2021: Left and right turn lanes were added & profile at the GWCA Juliff Canal was raised. The drainage areas and hydraulic calculations were updated and the storm drain and ditch designs were hydraulically analyzed and relocated.

Storm System Optimization (Redesign)

\$7,280

The storm, ditch, and pond systems were originally designed based upon the Fort Bend County minimum slopes criteria for detention pond flowlines. During a meeting with TxDOT on August 3, 2021, Halff was directed to increase the flowline slopes in the ponds to exceed the Fort Bend County minimum slopes. This optimization required adjusting the flowlines of the pond pilot channels and the storm and ditch flowlines in the same drainage system. The system design was optimized to best meet the directed criteria and plan sheets updated; however, Halff did not know about TxDOT's preference prior to designing the system based upon the known criteria. This fee includes the revisions to the slope and elevation calculations, GeoPak Drainage design, CAD design, and plan sheet linework and callouts.

Managing HJ Consulting, Inc.**\$16,600**

Halff was tasked by BBI to manage HJ's drainage design, which was not part of the original scope. This task requires additional coordination that was not reasonably accounted for when the work was split between Halff and HJ. This fee includes management services including, but not limited to: coordination, meetings, and review of HJ's design and plan sheets.

CR 56 Intersection Change**\$6,780**

Brazoria County requested the CR 56 intersection be reconfigured for future roadway improvements along CR 56 and south along FM 521, which require revisions to the culverts, ditches and drainage areas at the CR 56 intersection and roadway transitions east, west and south of the intersection. This fee includes revising the calculations, design and sheets. This change was not expected or part of the original scope as it is occurring late in the project schedule.

Assumptions for Drainage Impact Study and Drainage Design Scope and Fee

- There are no significant changes from the 60% submittal. Potential significant changes (not included in this scope) include, but are not limited to, pond relocation (except for the shift of Pond 1B to avoid the future gas station), change in outfall conditions, and addition of a new development within the project limits. Significant changes, which require redesigning the existing layouts beyond simple modifications, may result in an additional services proposal.
- The Drainage Impact Study is essentially complete, pending comment resolution from TxDOT. It is assumed that no significant changes will be made to the design, therefore, on further drainage analysis is expected. The remaining effort for DIA is limited to addressing comments on the report (based upon the design in the 60% submittal).

ATTACHMENT B
Level of Effort Breakdown for Additional Services

FM 521
From State Highway 6 to County Road 56
Level of Effort Breakdown for Additional Services

Drainage Impact Study					
	PM	PE	EIT	GIS	Task Total
Completed Tasks	\$215.00	\$160.00	\$125.00	\$90.00	
Coordination	32	32	20	0	\$14,500.00
Study Phase	24	32	40	16	\$16,720.00
Design Phase	24	72	144	32	\$37,560.00
Drainage Impact Study Total					\$68,780.00

Drainage Design					
	Sr. PM	PM	PE	EIT	Task Total
Completed Tasks	\$265.00	\$215.00	\$160.00	\$125.00	
Ditch and Storm Design	0	20	40	100	\$23,200.00
Storm System Optimization	0	4	12	36	\$7,280.00
To Be Completed Tasks	\$300.00	\$240.00	\$180.00	\$140.00	-
Managing HJ Consulting	2	40	20	20	\$16,600.00
CR 56 Intersection Change	1	4	12	24	\$6,780.00
Drainage Design Total					\$53,860.00

Additional Services Request Total					\$122,640.00
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May 10, 2022

Mr. Kevin Mineo, PE
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Re: Proposal for Professional Services – Supplemental Drainage Design
FM 521 – CR 56 to SH 6
FBC Project No. 17113; CSJ 011-03-064

Dear Mr. Mineo:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for the Supplemental Drainage Design for the above referenced project, as described below:

Detention Pond Revisions:

A. Pond 1B (Proposed) (Lumpsum \$30,875): At the current location for the proposed detention pond, one of the land owner is proposing a private development. This has resulted in the need to shift the detention pond 1B south to avoid conflict with the future private development. The fee is based upon the following:

Pond 1B proposed revisions:

1. Design & Modeling for the new location
2. Pond Sheets Revisions with the revised pond shape
3. Drainage Sheets Revisions due to changes in the drainage into and out of the detention pond
4. Update quantities due to the revisions
5. Perform coordination with clients at various stages of the design

B. Pond 1A (Already Performed) (Lumpsum \$10,000): The footprint of the detention pond was reduced after our initial design. This was because WWTP required additional area for the future WWTP expansion, necessitating the changes to size and reduction in volume for Pond 1A. Updates were also done to Pond 1B to accommodate reduced volume from Pond 1A.

Civil Engineers | Construction Managers

4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479
832-338-3202 (C) | 832-553-3103 (F) | www.hjconsultinginc.com

C. Pond 2 (Already Performed) (Lumpsum \$8,000): The footprint of the detention pond was revised after our initial design. This was because the property owner wanted the pond to be as much away from her house as possible. This resulted in few iterations, ultimately resulting in skinniest pond within the parcel boundaries.

D. Outfall Improvements (Outfalls 2 & 3) (Lumpsum \$18,010): As per the updated drainage report, outfalls 2 & 3 are proposed to be improved outside ROW for approximate distances of 400' & 700' respectively. The fee is based upon the following:

Outfalls 2 & 3 Improvements:

1. Design and Modeling for the improvements with contours
2. Prepare 1 sheet each for outfalls showing outfall grading, proposed contours, and cross sections
3. Perform coordination regarding these improvements with various stakeholders

Per our discussion, we have already provided you with draft Pond 1B layout for your review for the purposes of ROW taking. The total fee for the above scope is a lumpsum amount of **\$66,885** and is detailed in the attachment. If you have any questions, please give me a call, or send me an email.

Sincerely,



Harish Jajoo, PE, CFM
President
HJ Consulting, Inc.



FM521
FROM CR56 TO SH 6
FBC PROJECT# 17113; CSJ 0111-03-064
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR SUPPLEMENTAL DRAINAGE DESIGN, MAY 2022

Employee Classification		No. of Sheets	Principal	Sr Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$95.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
SUPPLEMENTAL DRAINAGE DESIGN											
A	Pond 1B Revisions (Proposed)										\$ 30,875.00
1	Design & Modeling										
1.1	<i>Pond & Pilot channel reshape</i>			1	1	26				28	\$ 5,050.00
1.2	<i>Pond Modeling</i>			1		8				9	\$ 1,675.00
1.3	<i>Evaluate Stage Storage Relationship</i>			1		4				5	\$ 975.00
1.4	<i>Revise Geopak Drainage</i>			2		16				18	\$ 3,350.00
1.5	<i>Revise Ditches</i>			2	1	12				15	\$ 2,875.00
2	Pond Sheets Revisions										
2.1	<i>Pond Layout</i>	1		1	1	8		8		18	\$ 2,740.00
2.2	<i>Pond Grading</i>	1		1	1	10		16		28	\$ 3,930.00
2.3	<i>Pond Cross Section</i>	1		1	1	8		5		15	\$ 2,425.00
3	Drainage Sheets Revisions										
3.1	<i>Drainage P&P Sheets</i>	6		2	4			18		24	\$ 3,340.00
3.2	<i>Drainage Lateral Sheet</i>	1		1	1			3		5	\$ 815.00
4	Quantities Update										
4.1	<i>Update quantities sheet</i>	1		1	1	2				4	\$ 850.00
5	Coordination										
5.1	<i>Coordination with clients</i>		2	8						10	\$ 2,850.00
B	Pond 1A Revisions (Already Performed)										\$ 10,000.00
C	Pond 2 Revisions (Already Performed)										\$ 8,000.00
D	Outfall Improvements (Outfalls 2 & 3)										\$ 18,010.00
6.1	<i>Modeling and Contours (2 Outfalls)</i>			4	2	40				46	\$ 8,550.00
6.2	<i>Outfall Grading Sheets (1 each) w/Prop Contours and Cross Sections (~4 Xsecs)</i>	2		4	2	16		32		54	\$ 7,710.00
6.3	<i>Coordination</i>		2	4						6	\$ 1,750.00
SUBTOTAL		13	4	34	15	150		82			\$ 66,885.00
TOTAL HOURS		4	34	15	150			82			
TOTAL ESTIMATE			\$1,300	\$9,350	\$3,375	\$26,250		\$8,610			\$ 66,885.00

TEDSI
SUPPLEMENTAL

WA #1 SCHEMATIC ENGINEERING

	ORIGINAL CONTRACT		UPDATED CONTRACT		DIFFERENCE IN DESIGN FEE/ SUPPLEMENTAL DESIGN FEE
	TASK	DESIGN FEE	TASK	DESIGN FEE	
FC 102 - FEASIBILITY STUDIES - DATA COLLECTION		\$10,342.95	SAME AS ORIGINAL	\$10,342.95	\$0.00
FC 102 - FEASIBILITY STUDIES - TRAFFIC & OPERATIONAL ANALYSIS		\$144,959.53	SAME AS ORIGINAL	\$144,959.53	\$0.00
FC 162 - TRAFFIC SIGNAL WARRANT STUDIES		\$27,697.52	SAME AS ORIGINAL	\$27,697.52	\$0.00
TOTAL		\$183,000.00		\$183,000.00	\$0.00

WA #2 PS&E ENGINEERING

	ORIGINAL CONTRACT		UPDATED CONTRACT		DIFFERENCE IN DESIGN FEE/ SUPPLEMENTAL DESIGN FEE
	TASK	DESIGN FEE	TASK	DESIGN FEE	
FC 102 - FEASIBILITY STUDIES - DATA COLLECTION			Masterson added	\$2,088.00	\$2,088.00
FC 162 - TRAFFIC SIGNAL WARRANT STUDIES			Masterson added	\$5,558.00	\$5,558.00
FC 162 - TEMPORARY TRAFFIC SIGNAL DESIGN	NONE	\$0.00	3 INTERSECTIONS	\$37,582.58	\$37,582.58
FC 162 - PERMANENT TRAFFIC SIGNAL DESIGN	5 INTERSECTIONS	\$136,570.03	7 INTERSECTIONS	\$201,603.95	\$65,033.92
FC 163 - ILLUMINATION (CONTINUOUS LIGHTING)	ALONG THE SEGMENT	\$77,762.50	TASK REMOVED	\$0.00	-\$77,762.50
FC 165 - TRAFFIC MANAGEMENT SYSTEMS (PERMANENT)	ALL ITS COMPONENTS	\$70,213.69	SAME AS ORIGINAL	\$70,213.69	\$0.00
DIRECT EXPENSES		\$1,453.78	SAME AS ORIGINAL	\$1,453.78	\$0.00
TOTAL		\$286,000.00		\$318,500.00	\$32,500.00

WA #3 CONSTRUCTION PHASE SERVICES

	ORIGINAL CONTRACT		UPDATED CONTRACT		DIFFERENCE IN DESIGN FEE
	TASK	DESIGN FEE	TASK	DESIGN FEE	
FC 309 - CONSTRUCTION PHASE SERVICES		\$36,000.00	SAME AS ORIGINAL	\$36,000.00	\$0.00
TOTAL		\$36,000.00		\$36,000.00	\$0.00

**FM 521 South Project,
Fort Bend County & Texas DOT**

Proj Number: CSJ : 0111-03-064

PM: Mijanur Roku

Date: 8/2/2021

	Principal	Project Manager	Sr. Project Engineer	Project Engineer	CADD Technician	Admin Assist.	Sub-total Man-hours	Subtotal (cost \$)
Billing Rate per Hour	\$189.75	\$179.63	\$131.56	\$125.24	\$84.76	\$65.78		
Task Description								
PHASE 3 - CONSTRUCTION PHASE SERVICES								
1 Review and Respond to Submittals / RFI's / RFP's / etc			2	2	8		12	\$ 1,161.60
SUBTOTAL - PHASE 3 CONSTRUCTION PHASE SERVICES								
			2	2	8		12	\$ 1,161.60
PHASE 3 EXPENSES								
2 Site Visit								\$ -
3 Postage / Courier								\$ -
4 Printing / Copies								\$ -
SUBTOTAL PHASE 3 EXPENSES								
								\$ -
TOTAL PHASE 3 CONSTRUCTION PHASE SERVICES								
			2	2	8		12	\$ 1,161.60



down to earth solutions
for your complex projects

EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

June 23, 2022

Mr. Benjamin Hart, PE
Project Manager
Binkley and Barfield
1710 Seamist Drive
Houston, TX
713-869-3433

Proposal No.: P-EE 2218606-G
Sent Via Email: Bhart@binkleybarfield.com

PROPOSAL FOR THE GEOTECHNICAL EXPLORATION FOR DETENTION POND (ADDITIONAL WORK FOR FM 521 PROJECT)

Dear Mr. Lieux:

Earth Engineering, Inc. is pleased to present this proposal to perform a geotechnical evaluation for the above project in Sienna plantation, Texas.

THIS PROPOSAL IS AN EXTENSION TO THE ORIGINAL PROPOSAL P-EE1925811-G DATED 11/22/2019.

SCOPE OF WORK

The scope of our services is presented below:

- Drilling, sampling (3) borings to a depth of 20-feet in the additional detention pond.
- Obtaining continuous soil samples to a depth of 12 feet, and then at five (5) foot intervals thereafter to the borings' termination depths.
- Earth Engineering will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin-walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).
- Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include pocket penetrometers,

unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, and swell tests, as deemed appropriate.

- Utilizing the results of observations both in the field and in limited laboratory tests, **Earth Engineering** will author a report that will include the following subjects:
 1. soil stratigraphy: soil encountered up to 20 feet
 2. groundwater conditions and groundwater control during construction
 3. boring log information will include all laboratory test results and field observations
 4. provide detention pond recommendations.
 5. provide recommendations for slope sides protection using vegetation and geotextile.
 6. recommend construction considerations, as deemed necessary.
 7. recommend back-fill material specifications.
 8. recommend de-watering, as deemed necessary

- Incorporating all the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.

SCHEDULING

We anticipate that we can commence the fieldwork within two (2) to three (3) business days after our receiving your formal written authorization to proceed.

We anticipate that the field exploration and limited laboratory testing will require about 5 business days. Engineering analyses and report preparation will require approximately five (5) business days.

Consequently, we anticipate our final report could be submitted within approximately four to five weeks after successful drilling of the borings. Verbal recommendations can be related to the civil engineer within two weeks after the completion of drilling operations. **We will work with you to meet your deadline.**



ESTIMATED FEES, (3 borings at 20').

The total cost for the geotechnical study is estimated to be **\$3,611.00**

<i>SERVICE DESCRIPTION</i>	<i>UNIT FEE</i>	<i>AMOUNT</i>	<i>UNIT</i>	<i>ESTIMATED COST</i>
Field Exploration				
Mobilization/Demobilization	\$350	1	Mob	\$350.00
Drilling and sampling (0-50) feet	\$22	60	feet	\$1,320.00
Field Engineer supervision and layout	\$90.00	6	hours	\$540.00
Vehicle Charge	\$10.00	6	hours	\$60.00
		Subtotal:		\$2,270.00
Laboratory Testing				
Atterberg Limits (LL, Pi's)	\$62.00	9	tests	\$558.00
Moisture Contents	\$10.00	9	tests	\$90.00
Crumb test	\$20.00	9	tests	\$180.00
		Subtotal:		\$828.00
Engineering and Report Writing				
Principal Engineer, P.E.	\$180.00	0.5	hours	\$90.00
Senior Geotechnical Engineer	\$101.00	3	hours	\$303.00
Support Personnel	\$60.00	2	hours	\$120.00
		Subtotal		\$513.00
TOTAL				\$3,611.00

Notes:

1. The above cost estimate is based on the utilization of a truck-mounted rig to drill the boring. In case a swamp buggy is needed due to the site's wet condition, the cost estimate must be revised.
2. Additional site visits, drilling, concrete coring, engineering analysis, and/or consultation beyond the scope of work specified in this proposal will be charged as additional fees using the above rates.
3. Our invoice will be submitted along with our final report. We request final payment within 30 days after the submission of the report. The fee outlined in this proposal will be valid for a period of 45 days. After that time, adjustments may be required.



INSURANCE

Earth Engineering Inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **five million**

CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by Earth Engineering personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at moes@eartheng.com. We will be pleased to discuss them with you.

Yours very truly,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E. D.GE
Principal/ Diplomate Geotechnical Engineering

Attachments: Agreement Form



PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: June 06, 2022

Kevin A. Mineo, MBA, PE
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008
713-869-3433
kmineo@binkleybarfield.com

Proposal for Professional Services in Connection With: FM 521 (from north of SH 6 to the Brazoria County Line), – Segment 1, Fort Bend County, Texas
Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the “Agreement”) to Binkley & Barfield, Inc. (the “Client”).

I. SCOPE OF SERVICES – (Shown on the Attached Exhibit B)

Surveying and Mapping

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, sight distance triangles, detention, and outfalls, if necessary. The Surveyor shall establish a project baseline based on the centerline of the right-of-way. The Surveyor shall create an available existing utility list (Excel Format) including the type, owner, location, and contact information for available existing utilities within the project limits to be supplied to the Engineering Consultant to complete the identification of potential utility conflicts. The Surveyor shall sign and seal all survey documents.

The specific survey limits are as follows:

The linear topographic and right-of-way survey along FM 521 (from north of SH 6 to the Brazoria County Line). (As Shown on the Attached Aerial Image)

1) Additional Services

- a) Tie into horizontal and vertical project control. Control shall be relative to the North American Datum of 1983 (NAD 83, 2001 adjustment) and the North American Vertical Datum of 1988 (NAVD 88, 2001 adjustment/TSARP datum).
- b) Obtain cross-sections at 100-foot intervals along the two Detention Ponds. Cross-sections shall extend 30 feet beyond the existing or proposed boundary as applicable. Identify locations and elevations of physical features to include grade breaks, swales, etc.
- c) Add'l topographic survey of Proposed Access road, Railroad crossing on West Masterson Road, and along Porter Road.
- d) Tie eleven (11) City of Arcola Test Holes

COST: \$19,850.00 (non-taxable)

2) Parcel Revisions

1. Parcel Revisions (Cat. 1A; Cond. II) - Prepare metes and bounds descriptions in accordance with Fort Bend County guidelines for property acquisition and add parcels to the existing right-of-way maps.

COST: \$1,200.00 per parcel (non-taxable)
(Approximately 2 Tracts = \$2,400.00)

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Fort Bend County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.

10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Laurie Young (Lyoung@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

Binkley & Barfield, Inc.

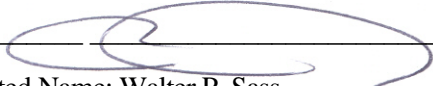
By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 6/08/22

Survey Dept. Budget Proposal (2022 Rate Schedule)



Date/Prepared By:	7/12/2022	Kyle Sunday	
Project:	Existing (See Right)	Dlcfa	
Location:	South		
Client:	External Client	Binkley & Barfield	10 HOUR DAYS FOR FIELD TIME
Proposal #:			8 HOUR DAYS FOR OFFICE TIME

	STAFF TYPE HOURLY RATE	RPLS \$184.00	TECH II \$156.00	TECH I \$135.00	Hydro \$340.00	3-M FC \$184.00	2-M FC \$156.00	RESEARCH \$135.00	CLERICAL \$86.00	GPS TCH \$125.00	GPS \$40.00	TOTALS
Task 1	Updated Abstracting (omitted)	10	0	30	0	0	0	40	8	0	0	88
		\$1,840.00	\$0.00	\$4,050.00	\$0.00	\$0.00	\$0.00	\$5,400.00	\$688.00	\$0.00	\$0.00	\$11,978.00
Task 2	Additional Design Survey Driveways (4 locations)	4	24	12	0	0	40	0	4	0	0	84
		\$736.00	\$3,744.00	\$1,620.00	\$0.00	\$0.00	\$6,240.00	\$0.00	\$344.00	\$0.00	\$0.00	\$12,684.00
Task 3	Survey 400' of outfall channel, at 50' cross sections, 60' wide	1	8	4	0	0	24	0	2	0	0	39
		\$184.00	\$1,248.00	\$540.00	\$0.00	\$0.00	\$3,744.00	\$0.00	\$172.00	\$0.00	\$0.00	\$5,888.00
Task 4	Survey 700' of outfall channel, at 50' cross sections, 60' wide	1	8	4	0	0	40	0	4	0	0	57
		\$184.00	\$1,248.00	\$540.00	\$0.00	\$0.00	\$6,240.00	\$0.00	\$344.00	\$0.00	\$0.00	\$8,556.00
Task 5	Design Survey Detention Pond 15-Acres, 100' cross sections	4	24	8	0	0	20	0	2	0	0	58
		\$736.00	\$3,744.00	\$1,080.00	\$0.00	\$0.00	\$3,120.00	\$0.00	\$172.00	\$0.00	\$0.00	\$8,852.00
Task 6	Design Survey Detention Pond 4-Acres, 100' cross sections	4	20	8	0	0	24	0	2	0	0	58
		\$736.00	\$3,120.00	\$1,080.00	\$0.00	\$0.00	\$3,744.00	\$0.00	\$172.00	\$0.00	\$0.00	\$8,852.00
Task 7		0	0	0	0	0	0	0	0	0	0	0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 8		0	0	0	0	0	0	0	0	0	0	0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	REIMBURSABLE ESTIMATE											\$0.00
	TOTAL HOURS PER STAFF TYPE	14	84	36	0	0	148	0	14	0	0	296
	TOTAL COST PER STAFF TYPE	\$4,416.00	\$13,104.00	\$8,910.00	\$0.00	\$0.00	\$23,088.00	\$5,400.00	\$1,892.00	\$0.00	\$0.00	\$44,832.00

*Boundary survey amount shown is subject to state sales tax, and is NOT included in the totals listed hereon.

July 15, 2022

Mr. Kevin A. Mineo, MBA, PE
Managing Director - Transportation
Binkley & Barfield | DCCM
1710 Seamist Drive
Houston, Texas 77008

RE: Fort Bend County
FM 521: STA 448+00 to STA 538+00
CSJ: 0111-03-064
Right-of-Way Surveys – Function Code 130 (130)
Design and Construction Surveys – Function Code 160 (150)
Supplement No. 1

Dear Mr. Mineo:

It is my pleasure to submit this supplemental proposal to provide professional surveying services for the above-referenced project. The original work location is in Fort Bend County, along FM 521 south of SH 6 from Station 448+00 to Station 538+00 at the Fort Bend County Line. The purpose of this supplement is to perform additional work at detention locations, extend design surveys & mapping and ROW determination approximately 1,000 feet into Brazoria County, and perform unanticipated effort related to TxDOT project review.

The scope of work is identical to the original scope, with the following exceptions:

1. Additional ROW acquisition is not expected in Brazoria County.
2. Survey control mapping will not be updated.
3. Construction Phase services will not be performed beyond the original project limits.

The lump sum fee for the additional services described above will be \$24,355.30 based on the attached Exhibit D Fee Estimate.

Thank you for the opportunity to submit this proposal.

Sincerely,

Landtech, Inc.



Dennis Chalaire, RPLS

Attachment: Exhibit D - FM 521 Supplement 1 2022-07-15.xls

Proposal – FM 521 – Survey 2022-07-15.docx

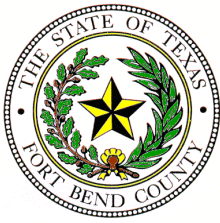
Exhibit D - Fee Schedule
 Method of Payment: Specified Rate & Unit Cost

FM 521: FROM STA 448+00 TO 538+00 (9,000 LINEAR FEET); PLUS 250-FT BEYOND RIGHT OF WAY AT 7 INTERSECTIONS (1,750 LINEAR FEET) TASK DESCRIPTION	RPLS PROJECT MANAGER	LICENSED STATE LAND SURVEYOR	RPLS TASK LEAD	SR SURVEY TECH	2-PERSON FIELD CREW	3-PERSON FIELD CREW	ABTRACTOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS
RIGHT-OF-WAY DATA - FC 130 (130)									
TRADITIONAL RIGHT-OF-WAY MAP									
PERFORM RESEARCH, FIELD WORK, CALCULATIONS & ANALYSIS TO EXTEND EXISTING ROW INTO BRAZORIA COUNTY 1,000 FEET S OF CR 56.	1		16	4	16		6	43	N/A
Unanticipated effort related to TxDOT project review, including mapping efforts and meeting attendance.	2		18	16				36	N/A
								0	
HOURS SUB-TOTALS	3	0	34	20	16	0	6	79	0
CONTRACT RATE PER HOUR	\$166.90	\$0.00	\$148.11	\$105.41	\$150.00	\$180.00	\$75.93		
TOTAL LABOR COSTS	\$500.70	\$0.00	\$5,035.74	\$2,108.20	\$2,400.00	\$0.00	\$455.58	\$10,500.22	
% DISTRIBUTION OF STAFFING	3.80%	0.00%	43.04%	25.32%	20.25%	0.00%	7.59%		
SUBTOTAL - FC 130 (130)								\$10,500.22	
ROADWAY DESIGN - FC 160 (150)									
3.1 DESIGN SURVEYS									
ESTABLISH CONTROL, COLLECT FIELD SURVEY DATA, AND PERFORM CAD WORK TO EXTEND DESIGN SURVEYS INTO BRAZORIA COUNTY 1,000 FEET S OF CR 56 AND UPDATE PLANIMETRIC AND DTM FILES.			8	32	32			72	N/A
Survey additional information, including stream cross sections at detention locator			2	8	16		6	32	N/A
HOURS SUB-TOTALS	0	0	10	40	48	0	6	104	0
CONTRACT RATE PER HOUR	\$166.90	\$0.00	\$148.11	\$105.41	\$150.00	\$180.00	\$75.93		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$1,481.10	\$4,216.40	\$7,200.00	\$0.00	\$455.58	\$13,353.08	
% DISTRIBUTION OF STAFFING	0.00%	0.00%	9.62%	38.46%	46.15%	0.00%	5.77%		
SUBTOTAL - FC 160 (150)								\$13,353.08	

DESCRIPTION	TOTAL LABOR HRS.	TOTAL LABOR HRS. & COSTS
RIGHT OF WAY DATA - FC 130 (130) (SPECIFIED RATE)	16	\$2,400.00
RIGHT OF WAY DATA - FC 130 (130) (UNIT COST)	63	\$8,100.22
ROADWAY DESIGN - FC 160 (150) (SPECIFIED RATE)	48	\$7,200.00
ROADWAY DESIGN - FC 160 (150) (UNIT COST)	56	\$6,153.08
SUBTOTAL LABOR EXPENSES	183	\$23,853.30

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Mileage	mile	\$0.625	800	\$500.00
Photocopies B/W (8 1/2" X 11")	each	\$0.10	20	\$2.00
SUBTOTAL OTHER DIRECT EXPENSES				\$502.00

SUMMARY	
TOTAL LABOR COSTS	\$23,853.30
NON-SALARY (OTHER DIRECT EXPENSES)	\$502.00
GRAND TOTAL	\$24,355.30



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

MEMORANDUM

August 24, 2022

TO: Members of the Commissioners Court

**RE: Binkley and Barfield
First Amendment
FM 521 South, 17111**

The total cost of the Amendment is \$499,094.90. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
13102	A. Myers	\$54,901.07
13112	South Post Oak	\$285,000.02
13117x	Reading Road	\$159,193.81
	Total	\$499,094.90

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:
 2022-924171

Date Filed:
 08/19/2022

Date Acknowledged:
 09/06/2022

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.
 17111
 Additional Consulting Engineering Services related to FM 521 from SH 6 to the Brazoria County Line

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reddish, PE, Harold	Houston, TX United States	X	
	Laham, PE, Youssef	Houston, TX United States	X	
	Hamilton, PE, David	Houston, TX United States	X	
	Barfield, PE, Larry	Houston, TX United States	X	
	Binkley, James Brett	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)