

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO THE PROJECT MANAGEMENT AGREEMENT
 FOR THE 2020 FORT BEND COUNTY MOBILITY BOND PROGRAM**

THIS SECOND AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas acting by and through the Fort Bend County Commissioners Court (the “County”), and Binkley & Barfield, Inc., (“Project Manager”) (collectively referred to as the “Parties”).

WHEREAS, the Parties have previously executed and accepted that certain Project Management Agreement for the 2020 Fort Bend County Mobility Bond Program (the “Agreement”) on or about January 26, 2021, and as amended by documents executed on June 27, 2023 (the “Amendment”); and

WHEREAS, the Parties desire to Amend the Agreement to add additional Services to be provided by the Project Manager and increase the Project Management Fee payable to the Project Manager under the Agreement; and

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

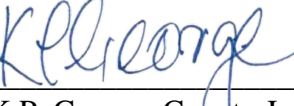
1. County shall pay Project Manager an additional amount not to exceed One Million Three Hundred Fifteen Thousand dollars and 00/100 (\$1,315,000.00) for additional Services to be provided by the Project Manager under the Agreement, as described in the Project Manager’s Proposal for Additional Professional Services, dated May 22, 2024, attached as Exhibit “A” and incorporated fully by reference.
2. The Project Management Fee payable to Project Manager for all Services to be rendered is hereby increased to an amount no to exceed Two Million Nine Hundred Fifty Thousand dollars and 00/100 (\$2,950,000.00), authorized as follows:
 \$1,000,000.00 under the Agreement;
 \$ 635,000.00 under the Amendment; and
 \$1,315,000.00 under this Second Amendment.
3. In no case will the amount paid by County for all Services under the Agreement and this Second Amendment exceed the above Project Management Fee without an agreement executed by the Parties.
4. BY ACCEPTANCE OF AMENDMENT, PROJECT MANAGER 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 County and Project Manager have caused their respective duly authorized representatives to execute, seal, and deliver this Second Amendment to be effective on the date signed by the last Party hereto.

COUNTY:

FORT BEND COUNTY



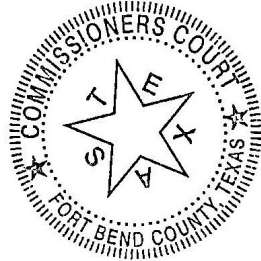
K.P. George, County Judge

July 23, 2024
Date

ATTEST:




Laura Richard, County Clerk



PROJECT MANAGER:

BINKLEY & BARFIELD, INC.




Authorized Agent – Signature

Kevin Mineo, P.E.
Authorized Agent – Printed Name

Vice President - Transportation
Title

5 July 2024
Date

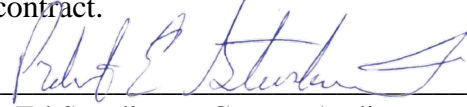
APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,950,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Project Manager's Proposal for Additional Professional Services, dated May 22, 2024

EXHIBIT A

May 22, 2024

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 – Project Management Agreement for the 2020 Fort Bend County Mobility Program

Dear Mr. Stacy Slawinski:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional project management services for the 2020 Fort Bend County Mobility Bond Program contract. The fee is based on the addition of 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.

20106 – 10th Street	\$ 50,000.00
20301 – SH 99 SB Frontage Road	\$ 90,000.00
20303a – NB 99 Frontage Design	\$ 80,000.00
20303b – NB 99 Frontage Road	\$ 10,000.00
20307- SH 99 Frontage Road SB	\$ 240,000.00
20320x – SH 99 Frontage Road NB	\$ 185,000.00
20125x – Willow Lane	\$ 30,000.00
20305 - Wallis Street	\$ 50,000.00
20306 - Bowser Road	\$ 75,000.00
20126x - Grand Parkway (SH99) SB - Bay Hill	\$ 75,000.00
20127x - Grand Parkway (SH99) NB - Bay Hill	\$ 85,000.00
20128x - Grand Parkway (SH99) SB - Cinco Ranch	\$ 60,000.00
20129x - Grand Parkway (SH99) NB - Cinco Ranch	\$ 70,000.00
23102 - Traffic Signals and Safety Improvements	\$ 35,000.00
20228x/20230x - Bob White/Oberrender Bridges	\$ 50,000.00
20312 - Fulshear Gaston Road	\$ 85,000.00
20316x - Candela Heights at FM 359 Traffic Signal	\$ 10,000.00
BR19301 - Pecan Creek / Cedar Creek Bridges	\$ 10,000.00
23117x - Boothill Bypass	\$ 25,000.00
Total Amendment 2	\$ 1,315,000.00


The additional Project Management fee is **\$1,315,000**. This will amend the previously amended contract for a total Project Management Fee in amount not to exceed \$2,950,000.

Original Contract	\$1,000,000
Amendment 1	\$635,000
Amendment 2	\$1,315,000
Total Contract Value	\$2,950,000

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

Regards,

Binkley & Barfield, Inc.



Kevin Mineo
Vice President- Transportation
kmineo@binkleybarfield.com

cc: David Hamilton, PE

Binkley & Barfield, Inc.
2024 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$344.00
Sr. Project Manager	Hour	\$314.00
Project Manager	Hour	\$243.00
Structural Engineer	Hour	\$243.00
Construction Manager	Hour	\$243.00
Sr. Project Engineer	Hour	\$206.00
Project Engineer	Hour	\$174.00
Field Engineer	Hour	\$189.00
Electrical & Instrumentation Engineer	Hour	\$206.00
Engineer Technician	Hour	\$171.00
EIT II	Hour	\$157.00
Graduate Engineer/EIT I	Hour	\$138.00
Structural Inspector	Hour	\$157.00
Construction Observer/Sr. Inspector III	Hour	\$157.00
Construction Observer/Inspector II	Hour	\$146.00
Construction Observer/Inspector I	Hour	\$119.00
Sr. Designator	Hour	\$132.00
Designator	Hour	\$114.00
Sr. Utility Coordinator	Hour	\$191.00
Utility Coordinator	Hour	\$167.00
Production Manager	Hour	\$256.00
Production Technician	Hour	\$107.00
Sr. Electrical Designer	Hour	\$179.00
Sr. CADD/Designer	Hour	\$170.00
CADD/Designer	Hour	\$154.00
CADD Technician	Hour	\$127.00
GIS Manager	Hour	\$162.00
GIS Analyst	Hour	\$116.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$108.00
Clerical/Administrator	Hour	\$100.00
3D Modeling	Day	\$1,032.00

**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.

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:
2024-1184207

Date Filed:
07/05/2024

Date Acknowledged:
07/23/2024

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.

Project Number - 20001x
Program Management of 2020 Bond Program

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