

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(FM 521 Expansion – Project No. 17111)

THIS THIRD AMENDMENT (“Third Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Binkley & Barfield, Inc. (“BINKLEY & BARFIELD”), a Texas corporation. County and BINKLEY & BARFIELD are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on February 25, 2020 (the “Agreement”) for Professional Engineering Services for the FM 521 expansion project from SH 6 to the Brazoria County Line pursuant to SOQ 14-025 under Mobility Bond Project No. 17111; and

WHEREAS, the Agreement was subsequently amended on September 6, 2022 (the “First Amendment”) and August 22, 2023 (the “Second Amendment”); and

WHEREAS, by execution of this Third Amendment, the Parties desire to amend the Agreement to provide for additional services by BINKLEY & BARFIELD, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay BINKLEY & BARFIELD an additional Four Hundred Eighty-Nine Thousand Twelve and 80/100 Dollars (\$489,012.80) for the performance and completion of additional services as described in BINKLEY & BARFIELD’s Proposal dated June 21, 2024 (the “Services”) attached hereto as Exhibit “A-3” and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** BINKLEY & BARFIELD understands and agrees that the Maximum Compensation payable to BINKLEY & BARFIELD for Services rendered under this Agreement is hereby increased to an amount not to exceed Six Million Five Hundred Sixty-One Thousand Four Hundred Seventy-Nine and 31/100 Dollars (\$6,561,479.31) authorized as follows:

\$5,452,250.00 under the Agreement;
\$ 499,094.90 under the First Amendment;
\$ 121,121.61 under the Second Amendment; and
\$ 489,012.80 under this Third Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. BINKLEY & BARFIELD clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Six Million Five Hundred Sixty-One Thousand Four Hundred Seventy-Nine and 31/100 Dollars (\$6,561,479.31) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

BINKLEY & BARFIELD does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that BINKLEY & BARFIELD may become entitled to and the total maximum sum that County may become liable to pay to BINKLEY & BARFIELD under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Six Million Five Hundred Sixty-One Thousand Four Hundred Seventy-Nine and 31/100 Dollars (\$6,561,479.31).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, BINKLEY & BARFIELD hereby verifies that BINKLEY & BARFIELD and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BINKLEY & BARFIELD does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BINKLEY & BARFIELD does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

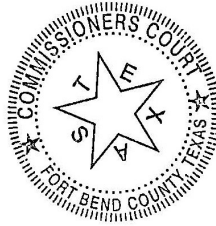
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BINKLEY & BARFIELD does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, BINKLEY & BARFIELD ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Third Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

August 13, 2024
Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

APPROVED:

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

BINKLEY & BARFIELD, INC.

Kevin Mineo
Authorized Agent – Signature

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

Vice President - Transportation
Title

July 29, 2024
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 6,561,479.31 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

EXHIBIT A-3

(June 21, 2024 Proposal Follows Behind)

June 21, 2024

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 the scope which we were not able to forecast at the start of the contract due to the extended environmental approval process that was not in our control. During this delay multiple property sales, new developments, and utility installations have occurred. This supplemental is needed to address the changes that have happened, that are in design, and that are in development.

SCOPE OF SERVICES SUMMARY

DRAINAGE:

Improvements are being proposed by additional developments in the area.

1. Broussard Bend development - Fenn Rd and FM 521. The developer is discussing with TxDOT to incorporate flow to Pond 2 into the developments pond.
2. Potential drainage changes at Sienna Point
3. Prepare a 25-year Hydrograph required by the Fort Bend County Drainage District.

TRAFFIC:

TxDOT installed a new signal at Glendale Lakes Dr last year. A Temporary Signal for the TCP needs to be included in the plans now.

ROADWAY:

There are several developments that require updates.

1. Broussard Bend development: From Fenn Rd (STA 320+00) to STA 336+00 on the West side of FM 521.
2. FBISD proposed development: from STA 400+00 to STA 415+00 on East side of FM 521.
3. Commercial Development from STA 358+00 to STA 400+00 on the West side of FM 521.
4. Commercial Development at Caldwell Rach Blvd
5. Fire Station from STA 488+00 to STA 490+00 on the east side of FM 521.
 - a. Driveway, Median, and turnaround changes.

SURVEY:

Parcel 1 is required to be updated. The title company indicated that the original owner sold a portion of this land to a company. The title company is saying this should be split now, and they are requiring a new survey.

Parcel 9 is required to be updated as it now covers two owners. Hanover Estates sold about 2 acres to MBBT back in August 2023. Parcel 9 will need to be revised to show the property needed

from Hanover Estates, and another Parcel needs to be added for the property to be acquired from MBBT.

The ROW maps, Metes & Bounds, and other documentation will need to be updated for TxDOT and for the purpose of acquiring the property.

UTILITY COORDINATION:

The original SUE work has been done during the schematic phase of the project and since then, there have been multiple utilities installed. Due to the delays that are out of our control, the project schedule has continued to extend in time. It was not anticipated to coordinate this length of time with utilities as well as the number of new utilities to track and review.

The following table is a summary of the total cost of the design. It will take an additional **\$389,012.80** to complete the changes in this supplemental. We also request that an optional additional amount of **\$100,000** be added when additional out of scope work is required.

Original Fee	\$ 5,452,250.00
Supplemental 1	\$ 499,094.90
Supplemental 2	\$ 121,121.61
Supplemental 3	\$ 389,012.80
Total	\$ 6,461,479.31
Optional Additional Funds	\$ 100,000.00
Total	\$ 6,561,479.31

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

Binkley & Barfield | DCCM



Kevin Mineo, P.E.
Vice President - Transportation
kmineo@binkleybarfield.com

**FM 521
FROM SH 6 TO CR 56**

DESCRIPTION	COST	TOTAL
Binkley & Barfield DCCM		
PS&E ENGINEERING - 0400		
ROADWAY DESIGN	\$ 30,834.00	
PROJECT MANAGEMENT	\$ 33,048.00	
UTILITY COORDINATION	\$ 199,955.00	
TRAFFIC CONTROL PLANS	\$ 16,806.00	
		\$280,643.00
HALFF - Drainage		
DRAINAGE SYSTEM 1B REDESIGN (DRAINAGE IMPACT STUDY)		
COORDINATION	\$ 10,080.00	
ANALYSIS AND MODELING	\$ 10,400.00	
REPORT AND DATA	\$ 5,080.00	
DRAINAGE SYSTEM 5 REDESIGN (DRAINAGE IMPACT STUDY)		
Coordination with LJA	\$ 10,080.00	
DRAINAGE IMPACT STUDY (25 YEAR HYDROGRAPH)	\$ 5,040.00	
		\$ 40,680.00
HJ - Drainage		
Design revision for Storm Sewer, Ditches, and update of hydraulic table	\$ 15,330.00	
Updates to Drainage Area Maps	\$ 2,060.00	
Updates to Drainage P&P Sheets	\$ 7,815.00	
Updates to Lateral Sheets	\$ 1,205.00	
Project Coordination	\$ 6,000.00	
		\$ 32,410.00
TEDSI - Illumination		
FC 162 - TEMPORARY TRAFFIC SIGNAL DESIGN - FM 521 AT GLENDALE LAKES DRIVE	\$ 10,973.80	
		\$ 10,973.80
WEISSER - Survey		
Additional Services	\$ 2,940.00	
Parcel Revisions	\$ 5,940.00	
		\$ 8,880.00
COBB FENDLEY - Survey		
Update Abstracting - obtain existing ownership, easements and plats for subject tract and adjoiners	\$ 568.00	
Field Surveys - boundary recon, improvements, ROW mons (pull & set)	\$ 3,860.00	
Update/revise Parcel & Control Index Sheets (Initial Submittal & Final Submittal)	\$ 1,710.00	
Update/revise Parcel Plat and Property Descriptions (Initial & Final Submittal)	\$ 4,732.00	
Update/revise ROW Sheets (Initial & Final Submittal)	\$ 3,420.00	
Update/revise GIS Deliverable	\$ 1,136.00	
		\$ 15,426.00
Total		\$ 389,012.80
OPTIONAL ADDITIONAL FUNDS		
Future Design Changes	\$ 100,000.00	
		\$ 100,000.00
Total		\$ 489,012.80

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	UTILITIES COORDINATOR	CADD/ DESIGNER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SCHEMATIC ENGINEERING - 0100																
PROJECT MANAGEMENT, SCHEMATIC, PUBLIC MEETING																
PROJECT MANAGEMENT																
SCHEMATIC																
PUBLIC MEETING (Prep and Meetings)															N/A	N/A
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CONTRACT RATE PER HOUR	\$373.18	\$304.44	\$294.62	\$306.80	\$219.33	\$196.41	\$142.40	\$152.22	\$144.04	\$222.60	\$163.68	\$154.00	\$101.48			
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL - 0100														\$0.00		

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	UTILITIES COORDINATOR	CADD/ DESIGNER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
PS&E ENGINEERING - 0400																
ROADWAY DESIGN																
DRIVEWAY REVISIONS	2					24	24							50		
MEDIAN REVISIONS	2					24	24							50		
MODEL REVISIONS	2					60	60							122		
														0		
TRAFFIC CONTROL PLANS	2					60	60							122		
PROJECT MANAGEMENT																
COORDINATION	40													40		
MANAGING SUB CONSULTANTS	48													48		
DRAINAGE MEETINGS	48													48		
UTILITY COORDINATION																
Monthly Progress Reports (12 months)										12				12		
Meetings with State (monthly - 12 months)										12				12		
Correspondence and maintain contact log													40	40		
Right-of-Way and Utility Engineering Investigations , and Utility Coordination																
Utility Adjustment Coordination																
Right of Way Map Review										40				40		
Coordinate engineering activities: develop and maintain utility layout (Final submittal 26 sheets and maintainance)					20					104	40	40		204		
Proposed Utility Layout (26 Sheets)					80					160		80		320		
Facilitate public/individual meetings with utility companies (including, but not limited to, attending meetings and inspections; scheduling; developing agendas; developing work plans; and preparing meeting minutes) (1 submittal meetings + individual meetings)										40	30			70		
Review utility's proposed adjustments (including, but not limited to, evaluating alternatives; reviewing estimates and schedules; ensuring compliance with UAR, Buy America, TMUTCD, etc.; conducting inspections (e.g. traffic control); and ensuring utility owners are receiving project updates (15 Utilities - 2 reviews)										80	80			160		
Prepare and submit sign, sealed, and dated proposed utility plans (Captured Above)														0		
Develop and maintain utility management plan and ensure plan, certifications, and special provisions interface appropriately (15 Utilities)	8									8	8			24		
Monitor the completion of the work, in accordance to the utility clearance schedule - No utility																
Review and submit executed copies of the Utility Agreement assemblies including the appropriate forms (Assume 6 SUA Submittal + 2 review)	3									80	40			123		
Utility Engineering VFP																
Identify potential utility conflicts (2 UCMS + QAQC)										80	40			120		
	155	0	0	0	100	168	168	0	0	616	238	120	40	1605	0	
CONTRACT RATE PER HOUR	\$243.00	\$225.00	\$190.00	\$225.00	\$174.00	\$145.00	\$127.00	\$158.00	\$157.00	\$191.00	\$167.00	\$154.00	\$100.00			
TOTAL LABOR COSTS	\$37,665.00	\$0.00	\$0.00	\$0.00	\$17,400.00	\$24,360.00	\$21,336.00	\$0.00	\$0.00	\$117,656.00	\$39,746.00	\$18,480.00	\$4,000.00	\$280,643.00		
% DISTRIBUTION OF STAFFING	9.66%	0.00%	0.00%	0.00%	6.23%	10.47%	10.47%	0.00%	0.00%	38.38%	14.83%	7.48%	2.49%			
SUBTOTAL - 0400														\$280,643.00		

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	UTILITIES COORDINATOR	CADD/ DESIGNER	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR HRS. & COSTS
SCHMATIC ENGINEERING - 0100	0	0	0	0	0	0	0	0	0	0	0		0	0	\$0.00
PS&E ENGINEERING - 0400	155	0	0	0	100	168	168	0	0	616	238		40	1605	\$280,643.00
POTENTIAL FUTURE CHANGES															\$100,000.00
SUBTOTAL LABOR EXPENSES	155	0	0	0	100	168	168	0	0	616	238		40	1605	\$380,643.00
	10%	0%	0%	0%	6%	10%	10%	0%	0%	38%	15%		2%		

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	\$380,643.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$0.00
GRAND TOTAL	\$380,643.00



February 9, 2024
037955.001

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

Attn: Mr. Ben Hart, 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 complete the drainage analysis and design. There are two additional scope items that pertain to the Drainage Impact Study for the project.

1. Attachment A – Scope of Additional Services
2. Attachment B – Level of Effort Breakdown for Additional Services
Lump sum fee: \$35,640

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 the project manager, Rachel De Luna, or 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 completing the drainage impact study and drainage design for the FM 521 project.

On November 22, 2022, TxDOT requested the drainage design on the south end of the project (Drainage System 5) be revised to accommodate a new development at the northwest corner of FM 521 and CR 56. The effort required to coordinate with LJA, the development engineer related to the Drainage System 5 redesign, was higher than originally anticipated. Instead of just one initial transfer of information to LJA, multiple rounds of coordination meetings and time evaluating solutions from a hydraulic modeling perspective were required. The budget requested below is intended to cover a portion of the additional effort required.

On December 26, 2023, BBI informed Halff that another development was planned within the project area that would affect Drainage System 1B. This document outlines the additional effort required to coordinate with the development engineer, update the drainage analysis accordingly, revise the drainage report, and provide the necessary information to complete the Drainage System 1B redesign.

Item #1 – Drainage System 1B Redesign (Drainage Impact Study)

Coordination **\$10,080**

Halff will coordinate with the development engineer, LJA Engineering Inc (LJA), to verify outfall location and evaluate the interface between the development and FM 521 drainage. Halff will also coordinate regarding expected peak flows to the development and the required detention volume needed to provide the necessary mitigation. Halff will complete the necessary modeling, alternative evaluations, and preparation of exhibits to support identifying a final recommendation. Halff will provide peak flows, volumes, hydrographs, and model files to the development engineer to incorporate into their detention analysis.

Revised Analysis and Modeling **\$10,400**

Halff will revise the Drainage Impact Study analysis to accommodate the proposed development and the Drainage System 1B redesign. Analysis will be completed to determine impacts of new outfall location. Effort includes revisions to drainage area delineations and hydrologic calculations, existing and proposed XPSWMM models, and mitigation calculations. Modeling will be updated to be consistent with 95% design of Drainage System 1B.

Revised Report and Data **\$5,080**

Halff will revise the Drainage Impact Study report to incorporate Drainage System 1B design and the proposed development impacts. Effort includes updating report, exhibits, figures, and appendices. Effort also includes submitting to TxDOT and replying to 95% comments on report.

Item #2 – Drainage System 5 Redesign Additional Coordination (Drainage Impact Study)

Coordination **\$10,080**

Halff has and will continue to coordinate with the development engineer, LJA Engineering Inc (LJA), to verify outfall location and evaluate the interface between the development and FM 521 drainage. Halff will also coordinate regarding expected peak flows to the development and the



required detention volume needed to provide the necessary mitigation. Halff has and will continue to complete the necessary modeling, alternative evaluations, and preparation of exhibits to support identifying a final recommendation. Halff has and will continue to provide peak flows, volumes, hydrographs, and model files to the development engineer to incorporate into their detention analysis.

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					
#1 - Drainage System 1B Redesign (Drainage Impact Study)					
	PM	PE	EIT	GIS	Task Total
Tasks	\$240.00	\$180.00	\$140.00	\$110.00	
Coordination	12	40	0	0	\$10,080
Analysis and Modeling	8	16	40	0	\$10,400
Report and Data	4	8	16	4	\$5,080
Item #1 Total					\$25,560
#2 - Drainage System 5 Redesign (Drainage Impact Study)					
	PM	PE	EIT	GIS	Task Total
Tasks	\$240.00	\$180.00	\$140.00	\$110.00	
Coordination with LJA	12	40	0	0	\$10,080
Item #2 Total					\$10,080
Additional Services Request Total					\$35,640



June 4, 2024
037955.001

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

Attn: Mr. Ben Hart, P.E. (BBI)

**Re: Proposal for Additional Engineering Services #4
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. Provide below are the scope of services and fee estimate for additional scope items that are required by the Fort Bend County Drainage District to approve plans for the proposed development near the intersection of FM 521 and CR 56. Halff requests a total of **\$5,040.00** to be paid on a lump sum basis for the additional scope items pertaining to the completion of a 25-year analysis detailed below.

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 the H&H task lead, Jason Becker, or 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".

Ashley Purkey, PE
Public Works Team Leader

Scope of Additional Services

Halff, as a subconsultant to BBI, was tasked with hydrologic and hydraulic design for the FM 521 project. On June 3, 2024, the Fort Bend County Drainage District indicated that the 25-year storm event is required for approval of plans for a proposed development located near the intersection of FM 521 and CR 56. This document outlines the additional effort required to revise the drainage study and provide the necessary information to the proposed development engineer (LJA).

Analysis and Modeling \$4,160

Halff will revise the Drainage Impact Study analysis to include the 25-year storm event, based on the most current modeling developed for the project. Effort includes updates to hydrologic parameters calculations as well as the existing and proposed XPSWMM models. Performing internal QA/QC and addressing comments is included.

Report and Data \$880

Halff will revise the Drainage Impact Study report to incorporate the 25-year analysis. Effort includes updating report, exhibits, figures, and appendices. Halff will provide necessary flows, volumes, hydrographs, and model files to the development engineer (LJA) to incorporate into their detention analysis.

Compensation

Drainage Impact Study					
	PM	PE	EIT	GIS	Total
Tasks	\$240.00	\$180.00	\$140.00	\$110.00	Task
Analysis and Modeling	2	8	16		\$4,160.00
Report and Data	1	2	2	0	\$880.00
Drainage Impact Study Total					\$5,040.00
Additional Services Request Total					\$5,040.00



January 9, 2024

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

Re: Proposal for Professional Services – Supplemental Drainage Design
FM 521 – SH 6 to CR 56
FBC Project No. 17111; 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:

Drainage Revisions due to Pond 1B area redevelopment. According the FBC, Pond 1B is going away due to development and the outfall will be to developer's pond at location(s) TBD:

A. Revisions to Pond 1B area redevelopment:

1. Design revisions for Storm Sewers, Ditches, and update of hydraulic table
2. Updates to 2 Drainage Area Maps
3. Updates to 6 Drainage P&P Sheets
4. Updates to 1 Lateral Sheet
5. Project Coordination

Before proceeding with the changes, we need the following:

1. Force main plans to review any design impacts.
2. Development drainage area to determine what flows to the roadway.
3. Location of the proposed TxDOT system outfall(s) to the developer's pond.
4. Developer's pond drawings including elevations, flow lines, WSEs.
5. Verification that the developer's pond has sufficient capacity.

Civil Engineers | Construction Managers

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

FM 521 – SH 6 to CR 56

Proposal for Professional Engineering Services – Supplemental Drainage Design


January 9, 2024

Page 2 of 2

The total fee for the above scope is a lumpsum amount of **\$32,410** and is detailed in the attachment. Please note that this effort is only for one revision. If more than one revision is required, then additional LOE will be provided.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Harish Jajoo". The signature is fluid and cursive, with a distinct loop at the end.

Harish Jajoo, PE, CFM

President

HJ Consulting, Inc.



FM521
FROM SH 6 to CR 56
FBC PROJECT# 17111; CSJ 0111-03-064
HJ CONSULTING, INC.

LEVEL OF EFFORT FOR SUPPLEMENTAL DRAINAGE DESIGN, JANUARY 2024

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	Revisions for Pond 1B Area										\$ 32,410.00	
1.1	<i>Design revision for Storm Sewer, Ditches, and update of hydraulic table</i>		2	8	8	24	48			90	\$ 15,330.00	
1.2	<i>Updates to Drainage Area Maps</i>	2			2	2		12		16	\$ 2,060.00	
1.3	<i>Updates to Drainage P&P Sheets</i>	6			3	12		48		63	\$ 7,815.00	
1.4	<i>Updates to Lateral Sheets</i>	1			1	2		6		9	\$ 1,205.00	
1.5	<i>Project Coordination</i>		4	12		8				24	\$ 6,000.00	
											\$ -	
	SUBTOTAL	9	6	20	14	48	48	66			\$ 32,410.00	
TOTAL HOURS			6	20	14	48	48	66				
TOTAL ESTIMATE			\$1,950	\$5,500	\$3,150	\$8,400	\$6,480	\$6,930			\$ 32,410.00	

ATTACHMENT - TEMPORARY TRAFFIC SIGNAL DESIGN AT GLENDALE LAKES DRIVE

PROJECT NAME: FM 521
 PRIME PROVIDER NAME: BBI

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
FC 162 - TEMPORARY TRAFFIC SIGNAL DESIGN - FM 521 AT GLENDALE LAKES DRIVE								
PROJECT ADMINISTRATION QA/QC	1	1				1	3	\$622.57
TEMPORARY TRAFFIC SIGNAL PLANS		2	13	19	26		60	\$7,967.45
TEMPORARY TRAFFIC SIGNAL SUMMARY OF TRAFFIC SIGNAL QUANTITIES		1	3	6	8		18	\$2,383.78
TEMPORARY TRAFFIC SIGNAL GENERAL NOTES							0	\$0.00
TEMPORARY TRAFFIC SIGNAL STANDARDS							0	\$0.00
MEETINGS AND COORDINATION							0	\$0.00
SUBMITTAL							0	
HOURS SUB-TOTALS	1	4	16	25	34	1	81	
LABOR RATE PER HOUR	\$277.41	\$251.61	\$183.87	\$125.80	\$103.22	\$93.55		
TOTAL LABOR COSTS	\$277.41	\$1,006.44	\$2,941.92	\$3,145.00	\$3,509.48	\$93.55		\$10,973.80
	1.23%	4.94%	19.75%	30.86%	41.98%	1.23%	100.00%	

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: February 01, 2024

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 SH 6 to CR 56)
– 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

Surveying and Mapping

The specific survey limits are as follows:

The linear topographic and right-of-way survey along FM 521 (from SH 6 to CR 56).

1) Additional Services

1. Update the Right-of-Way Maps to show the revised Parcel 1 and the new Parcel.

COST: \$2,940.00 (non-taxable)

2) Parcel Revisions

1. Parcel Revisions (Cat. 1A; Cond. II) - Update metes and bounds description and exhibit for Parcel 1 in accordance with Fort Bend County guidelines for property acquisition.

COST: \$1,200.00 per parcel (non-taxable)

2. Parcel (Cat. 1A; Cond. II) - Create metes and bounds description and exhibit for new Parcel in accordance with Fort Bend County guidelines for property acquisition.

COST: \$1,800.00 per parcel (non-taxable)

TOTAL COST: \$5,940.00 (non-taxable)

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.

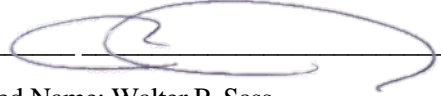
By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass _____

Title: _____

Date of Acceptance: 02/01/24 _____

Survey Dept. Budget Proposal (2023 Rate Schedule)



Date/Prepared By:	2/13/2024	Michael Rollin	
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		RPLS	TECH II	TECH I	Hydro	3-M FC	2-M FC	RESEARCH	CLERICAL	GPS TCH	GPS	TOTALS
HOURLY RATE		\$199.00	\$164.00	\$142.00	\$340.00	\$194.00	\$164.00	\$142.00	\$91.00	\$125.00	\$40.00	
Task 1	Update Abstracting - obtain existing ownership, easements and plats for subject tract and adjoiners							4				4
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$568.00	\$0.00	\$0.00	\$0.00	\$568.00
Task 2	Field Surveys - boundary recon, improvements, ROW mons (pull & set)	2					20		2			24
		\$398.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,280.00	\$0.00	\$182.00	\$0.00	\$0.00	\$3,860.00
Task 3	Update/revise Parcel & Control Index Sheets (Initial Submittal & Final Submittal)	2	8									10
		\$398.00	\$1,312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,710.00
Task 4	Update/revise Parcel Plat and Property Descriptions (Initial & Final Submittal)	4	24									28
		\$796.00	\$3,936.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,732.00
Task 5	Update/revise ROW Sheets (Initial & Final Submittal)	4	16									20
		\$796.00	\$2,624.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,420.00
Task 6	Update/revise GIS Deliverable			8								8
		\$0.00	\$0.00	\$1,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,136.00
Task 7												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
		\$0.00	\$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		12	48	8	0	0	20	4	2	0	0	94
TOTAL COST PER STAFF TYPE		\$2,388.00	\$7,872.00	\$1,136.00	\$0.00	\$0.00	\$3,280.00	\$568.00	\$182.00	\$0.00	\$0.00	\$15,426.00

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

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:
2024-1191678

Date Filed:
07/24/2024

Date Acknowledged:
08/13/2024

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.
Project No. 17111
Professional Engineering Services for the FM 521 expansion project from SH 6 to the Brazoria County Line pursuant to SOQ 14-025 under Mobility Bond Project No. 17111

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., Dave	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)