

STATE OF TEXAS                    §  
   §  
 COUNTY OF FORT BEND           §

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

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

WHEREAS, the parties executed and accepted that certain Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program on March 13, 2018 (hereinafter “Agreement”) pursuant to SOQ 14-025, as amended by documents executed on September 25, 2018, (hereinafter “Amendment”), June 25, 2019, (hereinafter “Second Amendment”), May 26, 2020, (hereinafter “Third Amendment”), and May 25, 2021, (hereinafter “Fourth Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to add additional Project Management Services and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Project Manager an additional one hundred thousand dollars and no/100 (\$100,000.00), for the Services as described in Project Manager’s Proposal for Additional Professional Services dated November 18, 2022, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed one million six hundred ninety-nine thousand six hundred fourteen dollars and no/100 (\$1,699,614.00), authorized as follows:
  - \$800,000.00 under the Agreement;
  - \$38,490.00 under the Amendment;
  - \$151,124.00 under the Second Amendment;
  - \$350,000.00 under the Third Amendment;
  - \$260,000.00 under the Fourth Amendment; and
  - \$100,000.00 under this Fifth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, any subsequently executed amendment, and this Fifth Amendment exceed the Maximum Compensation without written agreement executed by both parties.

4. The parties hereby agree the terms and conditions of the Agreement have remained in effect to date and the Term of this Agreement shall be extended to terminate on December 31, 2026, unless terminated or further extended as provided in the Agreement.
5. BY ACCEPTANCE OF AGREEMENT, 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 and any subsequently executed amendment shall remain unchanged.

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

FORT BEND COUNTY

*KP George*  
County Judge KP George  
 KP George, County Judge

January 10, 2023  
 Date

ATTEST:

*Laura Richard*  
 Laura Richard, County Clerk

APPROVED: *J. Stacy Slawinski*  
 J. Stacy Slawinski, P.E., County Engineer



BINKLEY & BARFIELD, INC.

*[Signature]*  
 Authorized Agent – Signature

David A. Hamilton  
 Authorized Agent – Printed Name

Executive Vice President  
 Title

12/22/22  
 Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 1,699,614.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*  
 Robert Ed Sturdivant, County Auditor

# EXHIBIT A

November 18, 2022

Via: E-Mail

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

**RE: Proposal for Additional Professional Services- 2017 PM Services**  
 Project Management Agreement for the 2017 Tipping Fee Projects  
 Fort Bend County Project No. 17001x

Dear Mr. Slawinski:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the additional project management services for the 2017 Fort Bend County Mobility Bond Program contract. The fee is based on the scope which required additional time that was not forecasted at the start of the contract. These items include extra time spent on utility and ROW coordination, TxDOT permits, and miscellaneous project delays. but were not limited to the following:

17102 – Ransom Rd	\$20,000
17105 – Bamore Rd – Construction	\$10,000
17108 – Old Needville Fairchilds Rd – Final Design and Construction	\$30,000
17110 – Benton Rd – Construction	\$15,000
X18 – Front St – Additional support for utilities coordination and roadway design.	\$25,000

The additional Time and Materials Fee is \$100,000. This will amend the contract for a total Project Management Fee to an amount not to exceed of \$1,699,614.

- \$ 800,000.00 under the Agreement
- \$ 38,490.00 under the First Amendment
- \$ 151,124.00 under the Second Amendment
- \$ 350,000.00 under the Third Agreement
- \$ 260,000.00 under this Fourth Agreement
- \$ 100,000.00 under this Fifth Agreement

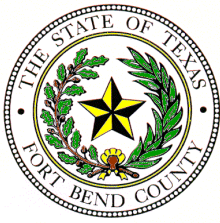
If you have any questions, please give me a call or send me an email.

Sincerely,



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

cc: David Hamilton, PE



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## MEMORANDUM

December 22, 2022

**TO: Members of the Commissioners Court**

**RE: Binkley and Barfield  
Fifth Amendment  
Project Management for 2017 Mobility Projects**

The total cost of the Amendment is \$100,000. The funding will be transferred from the following projects:

<b>Project No.</b>	<b>Project Name</b>	<b>Amount</b>
17102	Ransom Road	\$20,000
17105	Bamore Road	\$10,000
17108	Old Needville- Fairchilds	\$30,000
17110	Benton Road	\$15,000
X18	Front Street	\$25,000
<b>Total</b>		<b>\$100,000</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-966843

Date Filed:  
12/22/2022

Date Acknowledged:  
01/10/2023

**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.**

17005  
2017 Mobility Projects - Project Management - Tipping Budget

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