

State of Texas

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County of Galveston

This **Contract Amendment No. 1 ("Amendment")** for Engineering Services is entered into by and between **Galveston County, Texas ("County")** and **DCCM Infrastructure, Inc.**, formerly known as **Binkley & Barfield, Inc.** ("Contractor"), for the purpose of updating the Contractor's legal name on the Agreement identified below.

1. Background

1.1 The County and Contractor entered into an Engineering Agreement under **RFQ #B242018 "Professional Engineering Services for County Projects"** to perform **2025 Bond Program Management**.

1.2 On January 26, 2026, Contractor notified the County that Binkley & Barfield, Inc. has officially changed its name to DCCM Infrastructure, Inc. and that the change reflects consolidation under the DCCM brand. Contractor further stated that this is only a change in name and not a change in entity, and that all existing contractual obligations remain in effect.

1.3 The County desires to formally update the Agreement to reflect the Contractor's new legal name.

2. Amendment

2.1 **Name Change.** All references in the Agreement to **"Binkley & Barfield, Inc."** are hereby amended to refer to **"DCCM Infrastructure, Inc."**

2.2 **No Assignment.** This Amendment does not constitute an assignment, transfer, or delegation of the Agreement. Contractor affirms that the name change does not alter its corporate existence, tax identification, ownership, or responsibility for performance under the Agreement.

2.3 **Effect of Amendment.** Except as expressly modified herein, all terms, conditions, obligations, and provisions of the Agreement remain unchanged and in full force and effect.

3. Representations

Contractor represents that the name change is administrative only, does not affect the entity's legal status, and does not modify any obligations, warranties, insurance requirements, or indemnities under the Agreement.

4. Execution

This Amendment is effective July 6, 2026, and shall be attached to and made part of the Agreement.

Galveston County

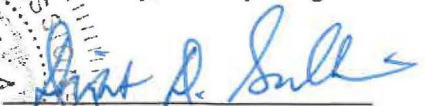
Binkley & Barfield, Inc.

By: 

Mark Henry, County Judge

By: 

David A. Hamilton, PE, Executive VP

Attest: 

Dwight D. Sullivan, County Clerk





January 26, 2026

Via: E-Mail

Michael C. Shannon, PE, CFM
County Engineer
Galveston County
722 Moody Avenue, 1st Floor
Galveston, Texas 77550

Re: Notification of Entity Name Change
2025 Bond Program Management
Galveston County
Project No. 1307.0000

Dear Michael C. Shannon, PE, CFM:

We are excited to announce that Binkley & Barfield, Inc., has officially changed its name to DCCM Infrastructure, Inc. DCCM acquired Binkley & Barfield in August of 2021, and this name change is a part of the transition to consolidate under one common brand - DCCM. Rest assured: we are still the same people delivering the same high-quality services, and we are fully upholding the terms of our agreements.

Because this is only a change in name, and not a change in entity, there is no need to assign or amend our agreement with you. However, should you feel more comfortable executing an amendment to our contract to reflect this name change, we are happy to do so. If you require further information or have any questions about this name change, please do not hesitate to contact me directly at 713.869.3433 Ext. 2756 or afforrest@dccm.com.

Thank you for your time and attention. We look forward to continuing our work with you.

Regards,

DCCM Infrastructure, Inc.

A handwritten signature in blue ink, reading "Amber Forrest". The signature is fluid and cursive, with the first name "Amber" and last name "Forrest" clearly visible.

Amber Forrest, PE
Sr. Managing Director - Transportation
afforrest@dccm.com

cc: Nancy Baher, PE

State of Texas

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County of Galveston

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AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Binkley & Barfield Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ # B242018, entitled "Professional Engineering Services for County Projects" (the "RFQ"), to procure professional engineering services to perform the engineering services for *2025 Bond Program Management* within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of

this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis. If a flat fee cannot be negotiated due to the nature of the work involved, with the approval of the County Engineer, work may be performed on a time and materials basis according to the schedule in Exhibit A, subject to the maximum amount payable in Section V. County may, but is not required, to negotiate with Engineer for a change in the maximum amount payable to accommodate changes in the work.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Engineer for use in

the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Engineer shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is \$198,452.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy,

cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X

VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

SECTION XI

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Name: Amber Forrest, PE
Title: Sr. Managing Director of Transportation
Mailing Address: 16340 Park Ten Place, Suite 350
Houston, Texas 77084

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

SECTION XII SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction

with this Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby **EXECUTED** by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County

Binkley & Barfield, Inc.

By: 

Mark Henry
County Judge

By: 

David A. Hamilton, PE
Executive Vice President

Date Signed: July 8, 2024

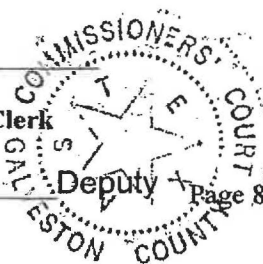
Date Signed: July 8, 2024

Attest:

Dwight D. Sullivan,
Galveston County Clerk

By: 

Mae Ross



Galveston County Texas

Scope of Services provided by Program Manager

All services provided by the Program Manager (PM) shall be under the direct supervision of the County Engineer.

This strategic planning scope aims to provide the County with information regarding current and future needs with direct input from all stakeholders and establish a cohesive vision that will set clear directives on planning for infrastructure and drainage projects for Galveston County and their respective cities.

Task 1 – Program Management and Communications

Overall Schedule

The PM will combine all activities into an overall critical path method schedule and coordinate with the other Program Managers to minimize the number of conflicts.

Project Kick-Off Meeting

The PM will schedule and conduct a kick-off meeting with the County. The purpose of this meeting will be to ensure that the PM has a thorough understanding of the project issues, deliverables, schedule, and procedures that will be used.

Status Meetings

The PM shall meet weekly with the County by phone/virtual meeting to review progress and schedule adherence. PM shall prepare summary notes from each of the project status meetings.

Briefings with Commissioners Court

Consultant shall prepare for and participate in briefings with Commissioners to present project work-in-progress, findings, and recommendations.

Task 2 – Strategic Planning

Existing Conditions Evaluation

PM shall meet with key County and City team members and Stakeholders to review existing land uses; current and projected populations; annexation plans and annexation areas of interest; and key economic development metrics.

Visioning and Analysis for Proposed Improvements

The PM will support the County on determining priority projects that will focus on County initiatives while evaluating community needs, operations, funding availability as well as other constraints.

Steering and Stakeholder Meetings and Coordination

The PM shall participate in meeting with key stakeholders and stakeholder groups. The PM will review the goals of existing plans, policy initiatives and programs and define a set of goals and objectives for the County; and obtain local insight on transportation related issues and draft recommendations.

Feasibility Studies and Risk Assessment

The PM will review constructability, environmental and utility impacts as well as permitting and R.O.W. needs for each proposed project.

Scope of Services provided by Program Manager

Environmental: The PM will coordinate with the Environmental Consultants regarding any environmental concerns on projects in the program.

Utilities: The PM will perform an initial Level D utility investigation and define the utility lines and facilities that could potentially be in conflict with the construction. The PM will meet with the utility companies as necessary to discuss the project schedule, utility field verification, and to address any concerns associated with the project.

Permitting and R.O.W.: The PM will assist the County Engineer with coordinating with the cities on the ROW acquisition requirements of each city and determine potential needs for each candidate project.

Cost Estimations and Financial Projections

The PM will prepare preliminary cost estimates to determine each project's feasibility while considering the funding participation from the County and the respective City as well as the overall Bond amount. The PM will consider inflation impacts and add an in escalated costs over the life of the anticipated construction phase.

Preliminary Recommendations

The PM will prepare a preliminary list of proposed projects (specific for County initiatives) that will include the purpose and need and provide recommendations based off initial findings. The PM will provide a technical memorandum describing the assumptions, data, methods, findings, and conclusions in the development of the recommendations. The PM will present findings in workshops with the County, Commissioners and Stakeholders to address any final concerns.

Final Recommendations

The PM will finalize and present the list of proposed projects (specific for County initiatives) after receiving confirmation from the County, Commissioners and all Stakeholders.

Approvals and Adoption

The PM will assist with agreements between the County and Cities.

List of Deliverables

The following deliverables will be prepared by the PM and submitted to the County as part of the Project:

- Purpose of need for each proposed project
- Project constraints (Right-of-way, permitting, utility conflicts)
- Technical Memorandum for preliminary and final recommendations
- Conceptual cost estimates
- Conceptual design and construction schedule

Form Provider: Billy Ray Belford

Exhibit - Fee Schedule
Method of Payment: Specified Rate

Gallatin County

Task Number	Description	SR. PROJECT MANAGER	PROJECT MANAGER	STRUCTURAL ENGINEER	SR. PROJECT ENGINEER	PROJECT ENGINEER	BIT II	SR. CADD DESIGNER	SR. CLERICAL/ADMINISTRATOR	TOTAL LABOR AND COSTS
1	PROGRAM MANAGEMENT AND COMMUNICATIONS									0
	Client Schedule	4	22		8					
	Phase Kick-off Meeting	1	8		8					
	Start Meeting	4	24		24	8				
	Design Review Commission Court	8	16		10	8				
		16	68	8	44	18	0	0	0	143
		\$314.00	\$243.00	\$243.00	\$205.00	\$176.00	\$157.00	\$170.00	\$108.00	
		\$4,719.00	\$16,934.00	\$0.00	\$9,478.80	\$2,436.00	\$0.00	\$0.00	\$2.00	\$33,145.00
		14.21%	80.85%	0.00%	28.98%	7.38%	0.00%	0.00%	0.00%	100.00%
2	STRATEGIC PLANNING									0
	Letter: Condition Evaluation	2	10	4	30	14	5	10		
	Meeting and Approval for Research Improvements	12	14	6	30	10		10		
	Meeting and Evaluation Meeting and Coordination	30	80		80					
	Feasibility Studies and Risk Assessment	2	8		20	30	5			
	Cost Estimation and Financial Feasibility	2	10		14	30	10			
	Performance Recommendations	6	30	8	48	10	20	16		
	Final Recommendations	6	30	8	48	10	20	16		
	Appendix and Addendum	2								
		42	152	25	331	124	82	65	0	759
		\$314.00	\$243.00	\$243.00	\$205.00	\$176.00	\$157.00	\$170.00	\$108.00	
		\$19,489.00	\$18,958.00	\$1,346.00	\$44,616.00	\$21,578.00	\$2,734.00	\$4,840.00	\$0.00	\$160,235.00
		12.16%	39.12%	2.94%	30.34%	13.41%	6.07%	5.32%	0.00%	100.00%

\$182,382.00

OTHER DIRECT EXPENSES	QTY	UNIT	RATE	COST
Mileage @ of miles:	8000	mile	\$0.870	\$4,020.00
Plate (Color on Bond)	380	each	\$2.50	\$950.00
Photocopies BW 11" X 17"	800	each	\$0.20	\$160.00
Photocopies BW 8.5" X 11"	500	each	\$0.10	\$50.00
SUBTOTAL DIRECT EXPENSES				\$5,180.00

TOTAL FEE \$188,462.00

6/25/2024

PAGE 1 OF 1

EXHIBIT D