

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO PROJECT MANAGEMENT

THIS SECOND 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, Schaumburg & Polk, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement on September 2, 2014, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by document dated November 14, 2017 (hereinafter "Amendment") for certain management and administrative support services for the 2013 Mobility Bond Project; and

WHEREAS, the parties desire to further amend the Agreement to include additional project management services, extend the time of performance, 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. Services to be rendered under the Agreement shall be amended to add additional project management services, as described in the proposal dated July 9, 2018, attached hereto as Exhibit "A", and incorporated herein for all purposes.
2. County shall pay Contractor an additional one hundred fifteen thousand dollars and no/100 (\$115,000.00), with time billed hourly at approved rates in accordance with the Agreement for the additional project management services to be rendered under this Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed nine hundred fifty-seven thousand dollars and no/100 (\$957,000.00), authorized as follows:
 - \$712,000.00 under the Agreement;
 - \$130,000.00 under the Amendment; and
 - \$115,000.00 under this Second Amendment.

4. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without written agreement executed by both parties.
5. The parties hereby agree to extend the Term of Agreement to terminate on June 30, 2020, unless terminated or further extended as provided under the Agreement.
6. Certain State Law Requirements for Contracts
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

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FORT BEND COUNTY

SCHAUMBURG & POLK, INC

Robert E. Hebert, County Judge

Mark Dessens
Mark C. Dessens, Vice President

Date

8/16/18
Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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EXHIBIT A



July 9, 2018

Mr. J. Stacy Slawinski, P.E.
Fort Bend County
301 Jackson, 4th Floor
Richmond, Texas 77469

Re: SPI 2013 Mobility Bond Project Management Agreement

Dear Mr. Slawinski:

We respectfully request an amendment to the referenced agreement to increase our fee in the amount of \$115,000.00. This second amendment would increase the amended maximum compensation amount of \$842,000.00 to \$957,000.00. In accordance with the original agreement, time will be billed hourly at approved rates.

Our request is made primarily because of an extraordinary amount of time spent coordinating private utility adjustments on several of the projects we're managing. Other tasks, such as agency coordination, construction questions and assistance in right-of-way acquisition efforts, have also required more time than we anticipated.

We expect to spend most of our future time on the Katy Flewellen Road completion and the re-design of Greenbusch Road. The status of Katy Fulshear Road and Huggins Road is in question, but time might be required for either of those projects. Other projects are either constructed or going into construction, so we anticipate much less time to be spent on them.

We very much appreciate the opportunity to serve the County, and will continue to make every effort to efficiently move projects through design and construction. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mark C. Dessens".

Mark C. Dessens, P.E.
Vice President



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

Richard W. Stolleis, P.E.
County Engineer

MEMORANDUM

August 28, 2018

TO: Members of the Commissioners Court

RE: Schaumburg & Polk 2nd Amendment – Project Management, 2013 Mobility

The total cost of the Amendment is \$115,000. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
13312	Greenbusch	\$40,000
13313	Huggins Drive	\$20,000
13316	Katy-Flewellen	\$35,000
13317	Katy Fulshear	\$20,000