

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIRD AMENDMENT TO PROJECT MANAGEMENT

THIS THIRD 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 documents dated November 14, 2017 (hereinafter “Amendment”) and August 28, 2018 (hereinafter “Second 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 update the hourly billing rates and increase the total Maximum Compensation under the Agreement for the continuation of Services to be performed.

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

1. County shall pay Contractor an additional seventy-four thousand dollars and no/100 (\$74,000.00), to continue performing project management services with time billed hourly at the current billing rates included in the proposal dated August 20, 2019, attached hereto as Exhibit “A”, and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million thirty-one thousand dollars and no/100 (\$1,031,000.00), authorized as follows:
 - \$712,000.00 under the Agreement;
 - \$130,000.00 under the Amendment;
 - \$115,000.00 under the Second Amendment and
 - \$74,000.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, and any subsequent amendment thereof exceed the Maximum Compensation without written agreement executed by both parties.

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

FORT BEND COUNTY

SCHAUMBURG & POLK, INC

KP George, County Judge

Mark Dessens

Mark C. Dessens, Vice President

Date

9/5/2019

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, 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

August 20, 2019

Mr. Ike Akinwande, P.E.
Fort Bend County
301 Jackson, 4th Floor
Richmond, Texas 77469

Re: SPI 2013 Mobility Bond Project Management Agreement

Dear Mr. Akinwande:

We respectfully request an amendment to the referenced agreement to increase our fee in the amount of \$74,000.00. This third amendment would increase the amended maximum compensation amount of \$957,000.00 to \$1,031,000.00. In accordance with the original agreement, time will be billed hourly at approved rates. We have enclosed a 2019 billing rate sheet, and request that this rate sheet be approved for billing purposes; the billing rates used under the current agreement are five-year-old 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 our future time on the design completions of Katy Flewellen Road (\$11,000 anticipated) and Greenbusch Road (\$21,000 anticipated). Gaston Road (\$9,000 anticipated) is in construction and has required time for utility conflicts and property owner coordination, but should be completed soon. We expect Huggins Road (\$33,000 anticipated) to proceed with final design pending an agreement between the County and the City of Fulshear. We have not anticipated time for Katy Fulshear Road, and can make a future amendment request if this project proceeds to final design and construction. All other 2013 projects are constructed and will require no effort on our part.

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,



Mark C. Dessens, P.E.
Vice President

MCD:md

2019 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$70.00 /HOUR
SURVEYOR I	\$60.00 /HOUR
SURVEYOR II	\$80.00 /HOUR
SURVEYOR III	\$105.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$80.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$105.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$135.00 /HOUR
CONSTRUCTION MANAGER	\$170.00 /HOUR
DESIGN TECHNICIAN I	\$60.00 /HOUR
DESIGN TECHNICIAN II	\$85.00 /HOUR
DESIGN TECHNICIAN III	\$105.00 /HOUR
DESIGN TECHNICIAN IV	\$130.00 /HOUR
ENGINEER I / II	\$115.00 /HOUR
ENGINEER III	\$125.00 /HOUR
ENGINEER IV	\$150.00 /HOUR
ENGINEER V	\$170.00 /HOUR
ENGINEER VI	\$185.00 /HOUR
ENGINEER VII	\$205.00 /HOUR
ENGINEER VIII	\$235.00 /HOUR
ENGINEER IX	\$265.00 /HOUR

REIMBURSABLE EXPENSES	
Mileage	IRS Allowable Rate
Travel and Meals	Actual Cost
Misc. Reimbursable Expenses	Actual Cost

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$205.00/HOUR
Subconsultants		Actual Cost

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Rates Effective: January 1, 2019 *(adjusted annually)*