

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FOURTH AMENDMENT TO PROJECT MANAGEMENT

THIS FOURTH 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”), August 28, 2018 (hereinafter “Second Amendment”), and September 24, 2019 (hereinafter “Third 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 sixty-eight thousand seven hundred forty dollars and no/100 (\$68,740.00), to continue performing project management services with time billed hourly at the current billing rates included in the proposal dated May 11, 2020, 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 ninety-nine thousand seven hundred forth dollars and no/100 (\$1,099,740.00), authorized as follows:
 - \$712,000.00 under the Agreement;
 - \$130,000.00 under the Amendment;
 - \$115,000.00 under the Second Amendment;
 - \$74,000.00 under the Third Amendment; and
 - \$68,740.00 under this Fourth 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.

4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR 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 subsequent amendments shall remain unchanged.

FORT BEND COUNTY

SCHAUMBURG & POLK, INC

Date

Mark C. Dessens Mark C. Dessens
Authorized Agent – Printed Name

ATTEST:

Vice President
Title

Laura Richard, County Clerk

6/8/2020
Date

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

EXHIBIT A

May 11, 2020

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 \$68,740.00. This fourth amendment would increase the amended maximum compensation amount of \$1,031,000.00 to \$1,099,740.00. In accordance with the original agreement, time will be billed hourly at approved rates.

The need for added funds comes from additional time spent within the last year on coordination with agencies such as the City of Fulshear, the in-house design of the temporary road to connect Katy Fulshear Road to Charger Way, and ongoing coordination with consultants and private utility companies for 2013 projects.

We have enclosed a simple level of effort estimate to show how we anticipate our time to be distributed to the Katy Flewellen, Greenbusch and Huggins Road projects. 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,



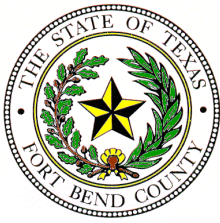
Mark C. Dessens, P.E.
Vice President

MCD:md
Enclosure

**Fort Bend County 2013 Bond Program
Project Management Amendment 4 Basis of Request
May 2020**

Project	Hours			Cost
	MD @ \$265/hr	DM @ \$170/hr	ED @ \$150/hr	
Katy Flewellen	12	16	32	\$10,700
Greenbusch	16	60	24	\$18,040
Huggins	40	120	60	\$40,000
Total:				\$68,740

MD = Mark Dessens (coordination w/ County, other agencies, consultants, CM, CMT contractor)
DM = Deborah Meroniuc (plan reviews, coordination w/ consultants, Masterworks initiation/upkeep)
ED = Elise Dillow (coordination between utility companies and consultants)



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

MEMORANDUM

May 15, 2020

TO: Members of the Commissioners Court

**RE: Schaumburg & Polk 4th Amendment
Project Management, 2013 Mobility**

The total cost of the Amendment is \$68,740. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
13312	Greenbusch	\$18,040
13313	Huggins Drive	\$40,000
13316	Katy-Flewellen	\$10,700