

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SEVENTH AMENDMENT TO PROJECT MANAGEMENT

THIS SEVENTH 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”), September 24, 2019 (hereinafter “Third Amendment”), June 23, 2020 (hereinafter “Fourth Amendment”), July 28, 2020 (hereinafter “Fifth Amendment”), and September 7, 2021 (hereinafter “Sixth Amendment”) for certain management and administrative support services for the 2013 Mobility Bond Program; and

WHEREAS, the parties desire to further amend the Agreement to 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-three thousand one hundred forty-seven dollars and no/100 (\$73,147.00), to continue performing project management services with time billed hourly at the current billing rates included in the proposal dated August 5, 2022, 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 three hundred eleven thousand nine hundred nineteen dollars and no/100 (\$1,311,919.00), 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;
 - \$68,740.00 under the Fourth Amendment;
 - \$0.00 under the Fifth Amendment (extension of time only);

\$139,032.00 under the Sixth Amendment; and
\$73,147.00 under this Seventh 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. The parties hereby mutually agree to extend the Term of Agreement to terminate on December 31, 2023, unless terminated or further extended as provided under the Agreement or any subsequent amendment thereof.
5. 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

Authorized Agent – Printed Name

ATTEST:

Mark C. Dessens, Vice President

Title

Laura Richard, County Clerk

8/23/2022

Date

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, P.E., County Engineer

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

I:\Marcus\Agreements\Engineering\Project Management\SPI\Amend 7 - PMA.SPI.v2.docx.8/23/2022. 20-Eng-500117-A7

EXHIBIT A

August 5, 2022

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 \$73,147.00. This seventh amendment would increase the amended maximum compensation amount of \$1,238,772.00 to \$1,311,919.00. In accordance with the original agreement, time will be billed hourly at previously approved rates.

The need for added funds comes from ongoing efforts to complete the design and construction of the Huggins Road projects (design review/approval for two construction packages, coordination with the City of Fulshear and TxDOT, utility coordination, construction phase coordination), construction phase coordination for the Greenbusch and Katy Flewellen projects, and other administrative efforts (Masterworks, etc.).

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 7 Basis of Request
August 2022**

Project	Hours					Cost
	MD @ \$292/hr	DM @ \$220/hr	JS @ \$193/hr	ED @ \$171/hr	JH @ \$127/hr	
13316 Katy Flewellen	24	8		8		\$10,136
13312 Greenbusch	20	32	16	5	8	\$17,839
13313 Huggins	40	32	100	24	24	\$45,172
Total:						\$73,147

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)
JS = Joe Schwieterman (coordination w/ MUDs, consultants, drainage coordination)
JH = Jace Hyden (assistance in utility coordination and other tasks)