

STATE OF TEXAS

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EIGHTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

(2013 Mobility Bond Project)

THIS EIGHTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT ("Eighth Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Schaumburg and Polk, Inc. ("CONTRACTOR"), a corporation duly authorized to conduct business in the state of Texas. County and CONTRACTOR are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement for project management services on September 2, 2014 (the "Agreement") for certain projects under the 2013 Mobility Bond Project pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on November 14, 2017 (the “First Amendment”), August 28, 2018 (the “Second Amendment”), September 24, 2019 (the “Third Amendment”), June 23, 2020 (the “Fourth Amendment”), July 28, 2020 (the “Fifth Amendment”), September 7, 2021 (the “Sixth Amendment”), and September 6, 2022 (the “Seventh Amendment”); and

WHEREAS, by execution of this Eighth Amendment, the Parties desire to amend the Agreement to provide for additional services by CONTRACTOR, to increase the total Maximum Compensation for the completion of such services, to extend the time for performance, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay CONTRACTOR an additional Fifty Five Thousand Two Hundred Ninety Six and 00/100 Dollars (\$55,296.00) for the performance and completion of additional services as described in CONTRACTOR's proposal dated December 12, 2023 (the "Services") attached hereto as Exhibit "A-8" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** CONTRACTOR understands and agrees that the Maximum Compensation payable to CONTRACTOR for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Three Hundred Sixty Seven Thousand Two Hundred Fifteen and 00/100 Dollars (\$1,367,215.00) authorized as follows:

\$712,000.00 under the Agreement
\$130,000.00 under the First Amendment
\$115,000.00 under this 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
\$73,147.00 under the Seventh Amendment
\$55,296.00 under this Eighth Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million Three Hundred Sixty Seven Thousand Two Hundred Fifteen and 00/100 Dollars (\$1,367,215.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

CONTRACTOR does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that CONTRACTOR may become entitled to and the total maximum sum that County may become liable to pay to CONTRACTOR under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Three Hundred Sixty Seven Thousand Two Hundred Fifteen and 00/100 Dollars (\$1,367,215.00).

3. **Time for Performance.** Time for performance of the Scope of Services under this Agreement , as amended, shall be extended to December 31, 2025. Contractor shall complete such tasks described in the Scope of Services within this time or within such additional time as may be extended by County.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CONTRACTOR hereby verifies that CONTRACTOR and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CONTRACTOR does not boycott Israel and is authorized

to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CONTRACTOR does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CONTRACTOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- 5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.
 - 7. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this EIGHTH Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

SCHAUMBURG AND POLK, INC.

KP George, County Judge

Mark C. Dessens

Authorized Agent – Signature

Date

Mark C. Dessens

Authorized Agent- Printed Name

ATTEST:

Vice President

Title

Laura Richard, County Clerk

1/9/2024

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, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

EXHIBIT A-8

(December 12, 2023 Proposal Follows Behind)

December 12, 2023

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 \$55,296.00. This eighth amendment would increase the amended maximum compensation amount of \$1,311,919.00 to \$1,367,215.00. In accordance with the original agreement, time will be billed hourly at approved rates. We have enclosed a 2024 billing rate sheet, and request that these rates be approved for billing purposes. As our current agreement expires on December 31, 2023, we also request an agreement extension to December 31, 2025.

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), design review and bid/construction phase coordination for the Greenbusch project that was suspended and will resume in 2024, 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 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



SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$82.00 /HOUR
SURVEY CREW	\$198.00 /HOUR
SURVEYOR I	\$70.00 /HOUR
SURVEYOR II	\$92.00 /HOUR
SURVEYOR III	\$121.00 /HOUR
SURVEYOR IV	\$132.00 /HOUR
SURVEY TECH	\$115.00 /HOUR
RPLS	\$187.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$93.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$128.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$165.00 /HOUR
DESIGN TECHNICIAN I	\$99.00 /HOUR
DESIGN TECHNICIAN II	\$110.00 /HOUR
DESIGN TECHNICIAN III	\$132.00 /HOUR
DESIGN TECHNICIAN IV	\$159.00 /HOUR
ENGINEER I / II	\$134.00 /HOUR
ENGINEER III	\$148.00 /HOUR
ENGINEER IV	\$181.00 /HOUR
ENGINEER V	\$203.00 /HOUR
ENGINEER VI	\$235.00 /HOUR
ENGINEER VII	\$260.00 /HOUR
ENGINEER VIII	\$285.00 /HOUR
ENGINEER IX	\$302.00 /HOUR

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

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$280.00/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.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Fort Bend County 2013 Bond Program
Project Management Amendment 8 Basis of Request
December 2023

Project	Hours					Cost
	MD @ \$302/hr	DM @ \$235/hr	JS @ \$203/hr	ED @ \$181/hr	JH @ \$148/hr	
13312 Greenbusch	12	0	80	8	6	\$22,200
13313 Huggins	32	4	60	12	55	\$33,096
Total:						\$55,296

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