

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO PROJECT MANAGEMENT AGREEMENT FOR
THE 2017 FORT BEND COUNTY MOBILITY BOND PROGRAM**

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 “Project Manager”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program on March 13, 2018, (hereinafter “Agreement”), as amended by document executed on August 3, 2021, (hereinafter “Amendment”); as amended by document executed on January 24, 2023; and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided 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. County shall pay Project Manager an additional two hundred twenty-nine thousand six hundred ten dollars and no/100 (\$229,610.00), for the Services as described in Project Manager’s Proposal for Additional Services dated February 23, 2024, attached hereto as Exhibit “A-3” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed one million eight hundred eighty-three thousand seventy dollars and no/100 (\$1,883,070.00), authorized as follows:
 - \$1,000,000.00 under the Agreement;
 - \$411,432.00 under the Amendment;
 - \$242,028.00 under the Second Amendment and
 - \$229,610.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. BY ACCEPTANCE OF AGREEMENT, PROJECT MANAGER 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 any
subsequently executed amendment shall remain unchanged.

IN WITNESS WHEREOF, the County and the Project Manager have caused their
respective duly authorized representatives to execute, seal and deliver this Amendment, all
as of the date signed by the last party hereto.

FORT BEND COUNTY

SCHAUMBURG & POLK, INC.

KP George, County Judge

Mark C. Dessens
Authorized Representative – Signature

Date

Mark C. Dessens
Authorized Representative – Name

Vice President
Title

ATTEST:

5/29/24
Date

Laura Richard, County Clerk

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

EXHIBIT A-3

February 23, 2024

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

Re: SPI 2017 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 \$229,610.00. This third amendment would increase the amended maximum compensation amount of \$1,653,460.00 to \$1,883,070.00. We have enclosed a 2024 billing rate sheet, and request that these rates be approved for billing purposes.

The need for added funds comes from ongoing efforts to complete the design and construction of numerous 2017 projects, shown in the attached level of effort estimate. This estimate shows how we anticipate our time to be distributed among the active projects.

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 2017 Bond Program
Project Management Amendment 2 Basis of Request
February 2024

Project	Hours					Cost
	MD @ \$302/hr	DM @ \$235/hr	JS @ \$203/hr	EA @ \$181/hr	JH @ \$148/hr	
17310 Brandt Road	40	20	0	20	20	\$23,360
17313x McCrary Road	40	0	40	20	20	\$26,780
17307 Peek Road	60	80	10	60	20	\$52,770
17312 Fulshear Gaston Road	120	0	160	40	20	\$78,920
BR19301 Pecan Creek Rd Bridge	60	20	80	40	10	\$47,780
Total:						\$229,610

MD = Mark Dessens (coordination w/ County, other agencies, consultants, CM, CMT contractor)
DM = Deborah Meroniuc (plan reviews, coordination w/ consultants, Masterworks initiation/upkeep)
JS = Joe Schwieterman (coordination w/ MUDs, consultants, drainage coordination)
EA = Elise Adourian (coordination with utility companies and consultants)
JH = Jace Hyden (assistance in utility coordination and other tasks)



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.