

STATE OF TEXAS

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NINTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

(2013 Mobility Bond Project)

THIS NINTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT ("Ninth 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”), September 6, 2022 (the “Seventh Amendment”), and January 23, 2024 (the “Eighth Amendment”; and

WHEREAS, by execution of this Ninth 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, 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 Ninety-Four Thousand Eight Hundred Sixty and 00/100 Dollars (\$94,860.00) for the performance and completion of additional services as described in CONTRACTOR's proposal dated October 25, 2022 (the "Services") attached hereto as Exhibit "A-9" 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 Four Hundred Sixty-Two Thousand Seventy-Five and 00/100 Dollars (\$1,462,075.00) authorized as follows:

\$712,000.00 under the Agreement;
\$130,000.00 under the First 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;
\$139,032.00 under the Sixth Amendment;
\$ 73,147.00 under the Seventh Amendment;
\$ 55,296.00 under the Eighth Amendment; and
\$ 94,860.00 under this Ninth 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 Four Hundred Sixty-Two Thousand Seventy-Five and 00/100 Dollars (\$1,462,075.00) 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 Four Hundred Sixty-Two Thousand Seventy-Five and 00/100 Dollars (\$1,462,075.00).

3. **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.
- 4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 5. **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.
 - 6. **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 Ninth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

SCHAUMBURG AND POLK, INC.



Authorized Agent – Signature



Authorized Agent- Printed Name



Title



Date

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

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EXHIBIT A-9

(October 25, 2022 Proposal Follows Behind)

October 25, 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 \$94,860.00. This ninth amendment would increase the amended maximum compensation amount of \$1,367,215.00 to \$1,462,075.00. 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 project, 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 Huggins and Greenbusch 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 9 Basis of Request
October 2024

Project	Hours					Cost
	MD @ \$302/hr	DM @ \$235/hr	JS @ \$203/hr	EA @ \$181/hr	JH @ \$148/hr	
13312 Greenbusch	20	0	93	15	15	\$29,854
13313 Huggins	42	0	202	20	52	\$65,006
Total:						\$94,860

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