

\$1,000,000.00 under the Agreement; and
\$124,243.00 under the First Amendment; and
\$0.00 under the Second Amendment; and
\$53,200.00 under this Third Amendment.

In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Project Manager clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$1,177,443.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Project Manager does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total Maximum Compensation that Project Manager may become entitled to and the total maximum sum that County may become liable to pay to Project Manager under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$1,177,443.00.

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, Project Manager hereby verifies that Project Manager 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, Project Manager 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, Project Manager 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, Project Manager 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, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS THIRD AMENDMENT, PROJECT MANAGER 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 Third Amendment shall prevail with regard to the conflict.
8. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Third Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

SCHAUMBURG & POLK, INC.

Daniel Wong, Interim County Judge

Mark C. Dessens
Authorized Agent – Signature

Date

Mark C. Dessens
Authorized Agent- Printed Name

ATTEST:

Vice President
Title

Laura Richard, County Clerk

4/28/2026
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 the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A-3

(Follows Behind)

April 8, 2026

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

Re: SPI 2020 Mobility Bond Project Management Agreement
PO No. 196150

Dear Mr. Akinwande:

We respectfully request an amendment to the referenced agreement to increase our fee in the amount of \$53,200.00. This third amendment would increase the amended maximum compensation amount of \$1,124,243.00 to \$1,177,443.00. We have also included an updated hourly rate sheet, and request that these maximum hourly rates be included in the amendment.

The need for added funds comes from ongoing efforts to complete the design and construction of the following projects: Sidewalk Improvements, Bellaire Boulevard Right-Turn Lanes, Traffic Signal along Cinco Ranch Boulevard, Ginter Library Access, and general project management (reporting and other tasks not related to a specific project).

We have enclosed a simple level of effort estimate to show how we anticipate our time to be distributed to these projects. All other projects not listed are complete or have had management transfers, 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 2020 Bond Program
Project Management Amendment 3 Basis of Request
April 2026**

Project	Hours					Cost
	MD @ \$315/hr	DM @ \$280/hr	JS @ \$245/hr	EA @ \$181/hr	JH @ \$150/hr	
General PM/coord	4					\$1,260
20308 Sidewalks		1.5	2			\$910
20313x Bellaire RTL	2		10			\$3,080
20315x Traffic Signal	4		50			\$13,510
20318x Ginter Library	16		120			\$34,440
Total:						\$53,200

MD = Mark Dessens (coordination w/ County, other agencies, consultants, CM, CMT contractor)
DM = Deborah Meroniuc (plan reviews, project closeout)
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)



2026 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$	85 /HOUR
INTERN	\$	75 /HOUR
SURVEY CREW	\$	195 /HOUR
SURVEYOR I	\$	65 /HOUR
SURVEYOR II	\$	85 /HOUR
SURVEYOR III	\$	105 /HOUR
SURVEYOR IV	\$	130 /HOUR
SURVEYOR TECH	\$	120 /HOUR
RPLS	\$	220 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$	100 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$	120 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$	145 /HOUR
DESIGN TECHNICIAN I	\$	90 /HOUR
DESIGN TECHNICIAN II	\$	110 /HOUR
DESIGN TECHNICIAN III	\$	130 /HOUR
DESIGN TECHNICIAN IV	\$	165 /HOUR
ENGINEER I / II	\$	130 /HOUR
ENGINEER III	\$	150 /HOUR
ENGINEER IV	\$	175 /HOUR
ENGINEER V	\$	200 /HOUR
ENGINEER VI	\$	245 /HOUR
ENGINEER VII	\$	280 /HOUR
ENGINEER VIII	\$	300 /HOUR
ENGINEER IX	\$	315 /HOUR

REIMBURSABLE EXPENSES	
Mileage	IRS Allowable Rate
Travel and Meals	Actual Cost
Misc. Reimbursab	Actual Cost

OUTSIDE CONSULTANT RATES		
Subconsultants		Actual Cost

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Rates Effective: January 1, 2026 (*adjusted annually*)