

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIFTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

THIS FIFTH AMENDMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, and SCHAUMBURG & POLK, INC. (hereinafter referred to as "Project Manager") authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about August 28, 2007, County and Project Manager entered a Project Management Agreement, hereinafter referred to as the "Agreement," for services relating to the management and administrative support for the 2007 Fort Bend County Mobility Bond Program; and,

WHEREAS, County and Project Manager entered into a First Amendment to the Agreement on October 28, 2008, a Second Amendment on February 3, 2009, Third Amendment on February 2, 2010 and a Forth Amendment on August 3, 2010;

WHEREAS, County and Project Manager desire to further amend said Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Project Manager is hereby amended as follows:

1. An additional amount not-to-exceed \$382,425.00 shall be available for additional services provided by Project Manager requested by County as described in Exhibit A.
2. Project Manager's compensation for the Project shall not exceed \$1,570,154.00, as follows:
 - a. Original Agreement not-to-exceed: \$463,747.00
 - b. Second Amendment not to exceed: \$349,240.00
 - c. Third Amendment not-to-exceed: \$374,742.00
 - d. Fourth Amendment – release of retainage only
3. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
4. This Fifth Amendment shall become effective upon execution of County and shall terminate on or before December 31, 2012.
5. All vendors and/or contractors who are required to travel to Fort Bend County to provide services shall be subject to the Fort Bend County Travel Policy to control travel expenditures and facilitate proper reporting and compliance with applicable state and federal regulations. In the event vendors/contractors are not eligible for "Contract Rates" for rates negotiated by the State of Texas for hotels and rental cars as described in the Fort Bend County Travel Policy, vendors and/or contractors may be eligible for reimbursement for actual costs only. However, rates must be pre-approved by Fort Bend

Fifth Amendment to Project Management Agreement
 Schaumburg & Polk, Inc.

Page 1 of 4

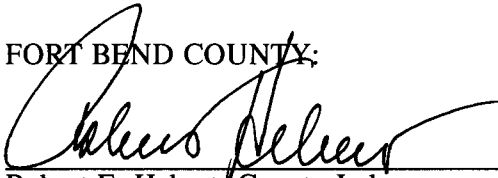
County prior the travel. Fort Bend County reserves the right to deny reimbursement to any vendor and/or contractor who fails to comply with Fort Bend County policy.

- 6. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 7. If there is a conflict between this Fifth Amendment and the Agreement and prior Amendments, the provisions of this Fifth Amendment shall prevail.
- 8. Attached hereto is Exhibit A, Project Manager's Basis of Fee Calculation, and Exhibit B, Project Manager's 2011 Schedule of Hourly Rates and Expenses, incorporated by reference hereto as if contained herein verbatim.

EXECUTION

This Fifth Amendment shall not become effective until executed by County.


FORT BEND COUNTY:



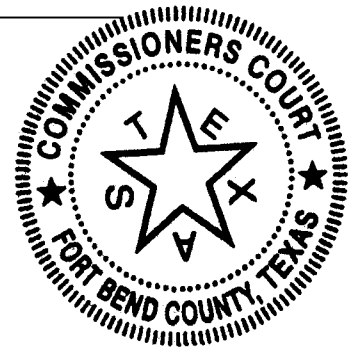
 Robert E. Hebert, County Judge

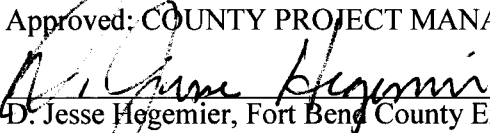
2-8-2011

 Date

Attest: 

 Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER


 D. Jesse Hegemier, Fort Bend County Engineer

2/11/11

 Date

Project Manager: SCHAUMBURG & POLK, INC.



 Jeff Cannon, P.E., Vice President

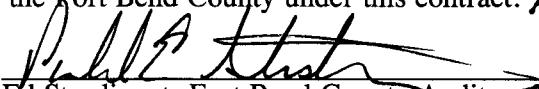
2-1-11

 Date

MER:Schaumburg & Polk. 5th Amendment.3791

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 382,425.00 to accomplish and pay the obligation of the Fort Bend County under this contract. *Amendment*



 Ed Sturdivant, Fort Bend County Auditor

Attachments: Exhibit A
Exhibit B

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 Schaumburg & Polk, Inc.

EXHIBIT A

2007 Fort Bend Mobility Bond Program

SPI Year 4 (2011) Budget

BASIS OF FEE CALCULATION

Design Review & Management	
Total SPI=	\$189,740.00
Total PPMS=	\$ 3,600.00
Total Design Review & Management=	\$193,340.00

Bid Phase	
Total SPI=	\$16,500.00
Total PPMS=	\$0.00
Total Bid Phase=	\$16,500.00

Construction Phase	
Total SPI=	\$172,585.00
Total PPMS=	\$0.00
Total Construction Phase=	\$172,585.00

Grand Total	
Total SPI=	\$378,825.00
Total PPMS=	\$3,600.00
Grand Total=	\$382,425.00

Exhibit B



2011 SCHEDULE OF HOURLY RATES and EXPENSES

ENGINEER IX	\$185.00 /HOUR
ENGINEER VIII	\$165.00 /HOUR
ENGINEER VII	\$150.00 /HOUR
ENGINEER VI	\$130.00 /HOUR
ENGINEER V	\$120.00 /HOUR
ENGINEER IV	\$110.00 /HOUR
ENGINEER III	\$95.00 /HOUR
ENGINEER II	\$85.00 /HOUR
ENGINEER I	\$75.00 /HOUR
DESIGN TECHNICIAN IV	\$90.00 /HOUR
DESIGN TECHNICIAN III	\$75.00 /HOUR
DESIGN TECHNICIAN II	\$60.00 /HOUR
DESIGN TECHNICIAN I	\$40.00 /HOUR
REGISTERED SURVEYOR	\$120.00 /HOUR
SURVEYOR III	\$80.00 /HOUR
SURVEYOR II	\$60.00 /HOUR
SURVEYOR I	\$45.00 /HOUR
ADMINISTRATIVE ASSISTANT	\$48.00 /HOUR
CONSTRUCTION REPRESENTATIVE	\$60.00 /HOUR

REIMBURSABLE EXPENSES	
Mileage	\$0.50/MILE
Travel and Meals	Actual Cost x 1.10
Misc. Reimbursable Expenses	Actual Cost x 1.10
Color Plots	\$3.00 per Square Foot

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$165.00/HOUR
Subconsultants		Actual Cost x 1.10

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.