

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

SEVENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

THIS SEVENTH 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, a Fourth Amendment on August 3, 2010, a Fifth Amendment on February 8, 2011, and a Sixth Amendment on March 13, 2012; and,

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 \$236,280.00 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 \$2,051,434.00, 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
  - e. Fifth Amendment not to exceed \$382,425.00
  - f. Sixth Amendment not to exceed \$245,000.00
3. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
4. This Seventh Amendment shall become effective upon execution of County and shall terminate on or before December 31, 2014.
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 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 Seventh Amendment and the Agreement and prior Amendments, the provisions of this Seventh Amendment shall prevail.
8. Attached hereto is Exhibit A, Project Manager's Basis of Fee Calculation, and Exhibit B, Project Manager's 2013 Schedule of Hourly Rates and Expenses, incorporated by reference hereto as if contained herein verbatim.

EXECUTION

This Seventh Amendment shall become effective upon executed of County.

FORT BEND COUNTY:

Robert E. Hebert  
Robert E. Hebert, County Judge

9-24-13  
Date

Attest:

Dianne Wilson  
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

Richard W. Stollies  
Richard W. Stollies, P.E., Fort Bend County Engineer

9/10/13  
Date

Project Manager: SCHAUMBURG & POLK, INC.

Jeff Cannon  
Jeff Cannon, P.E., Vice President

9-17-13  
Date

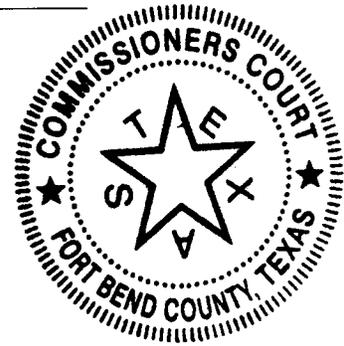
MER:Schaumberg & Polk. 7th<sup>h</sup> Amendment.3791.2013

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,051,434.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant  
Ed Sturdivant, Fort Bend County Auditor

Attachments: Exhibit A  
Exhibit B



**EXHIBIT A**

**2007 Fort Bend Mobility Bond Program**  
SPI Year 6 (2013) Budget

**BASIS OF FEE CALCULATION**

<b>Design Review &amp; Management</b>	
<b>Total Fee Estimate =</b>	<b>\$159,710.00</b>
<b>Bid and Construction Phase</b>	
<b>Total Fee Estimate =</b>	<b>\$76,570.00</b>
<b>Grand Total</b>	<b>\$236,280.00</b>



Exhibit B



2013 SCHEDULE OF HOURLY RATES and EXPENSES

ENGINEER IX	\$230.00 /HOUR
ENGINEER VIII	\$190.00 /HOUR
ENGINEER VII	\$165.00 /HOUR
ENGINEER VI	\$145.00 /HOUR
ENGINEER V	\$130.00 /HOUR
ENGINEER IV	\$115.00 /HOUR
ENGINEER III	\$100.00 /HOUR
ENGINEER II	\$90.00 /HOUR
ENGINEER I	\$80.00 /HOUR
DESIGN TECHNICIAN IV	\$100.00 /HOUR
DESIGN TECHNICIAN III	\$85.00 /HOUR
DESIGN TECHNICIAN II	\$70.00 /HOUR
DESIGN TECHNICIAN I	\$50.00 /HOUR
SURVEYOR III	\$90.00 /HOUR
SURVEYOR II	\$70.00 /HOUR
SURVEYOR I	\$50.00 /HOUR
ADMINISTRATIVE ASSISTANT	\$55.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$90.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$80.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$65.00 /HOUR

REIMBURSABLE EXPENSES	
Mileage	IRS Allowable Rate
Misc. Reimbursable Expenses	Actual Cost

Rates Effective: January 1, 2013 (adjusted annually)

Client#: 161799

SCHAUPOL

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/20/2013

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713 490-4600      FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: One Beacon Insurance Company      21970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Schaumburg & Polk Inc. 8865 College Street Beaumont, TX 77707-2898		

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPL249413	06/10/2013	06/10/2014	\$1,000,000 per claim \$1,000,000 annl aggr.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

<b>CERTIFICATE HOLDER</b> Schaumburg & Polk, Inc., Consulting Engineers 8865 College Street Beaumont, TX 77707	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD

Client#: 3207 SCHPOL
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: J. S. Edwards & Sherlock Insurance Agency, LLP
INSURED: Schaumburg and Polk, Inc.
CONTACT NAME: Pam Patten
INSURER(S) AFFORDING COVERAGE: Continental Casualty Ins. Co, National Fire Ins., of Hartford, Continental Insurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Attn: Robert Hebert, PhD., County Judge
Additional Insured in favor of certificate holder for Auto Liability as required by a written contract.

CERTIFICATE HOLDER: Fort Bend County Commissioners Court
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.