

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

### THIRD AMENDMENT TO PROJECT MANAGEMENT

**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 "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement on September 2, 2014, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents dated November 14, 2017 (hereinafter "Amendment") and August 28, 2018 (hereinafter "Second Amendment") for certain management and administrative support services for the 2013 Mobility Bond Project; and

WHEREAS, the parties desire to further amend the Agreement to update the hourly billing rates and increase the total Maximum Compensation under the Agreement for the continuation of Services to be performed.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional seventy-four thousand dollars and no/100 (\$74,000.00), to continue performing project management services with time billed hourly at the current billing rates included in the proposal dated August 20, 2019, attached hereto as Exhibit "A", and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million thirty-one thousand dollars and no/100 (\$1,031,000.00), authorized as follows:
  - \$712,000.00 under the Agreement;
  - \$130,000.00 under the Amendment;
  - \$115,000.00 under the Second Amendment and
  - \$74,000.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, and any subsequent amendment thereof exceed the Maximum Compensation without written agreement executed by both parties.

Except as provided herein, all terms and conditions of the Agreement and subsequent amendments shall remain unchanged.

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Third Amendment to Project Management Agreement  
 2013 Fort Bend County Mobility Bond Projects  
 Page 1 of 2

FORT BEND COUNTY

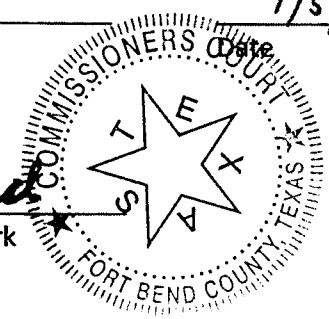
SCHAUMBURG & POLK, INC

KP George  
KP George, County Judge

Mark Dessens  
Mark C. Dessens, Vice President

Date 9-24-2019 9/5/2019

ATTEST:  
Laura Richard  
Laura Richard, County Clerk



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

APPROVED AS TO LEGAL FORM:  
Marcus D. Spencer  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$4,031,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A



August 20, 2019

Mr. Ike Akinwande, P.E.  
Fort Bend County  
301 Jackson, 4<sup>th</sup> 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 \$74,000.00. This third amendment would increase the amended maximum compensation amount of \$957,000.00 to \$1,031,000.00. In accordance with the original agreement, time will be billed hourly at approved rates. We have enclosed a 2019 billing rate sheet, and request that this rate sheet be approved for billing purposes; the billing rates used under the current agreement are five-year-old rates.

Our request is made primarily because of an extraordinary amount of time spent coordinating private utility adjustments on several of the projects we're managing. Other tasks, such as agency coordination, construction questions and assistance in right-of-way acquisition efforts, have also required more time than we anticipated.

We expect to spend our future time on the design completions of Katy Flewellen Road (\$11,000 anticipated) and Greenbusch Road (\$21,000 anticipated). Gaston Road (\$9,000 anticipated) is in construction and has required time for utility conflicts and property owner coordination, but should be completed soon. We expect Huggins Road (\$33,000 anticipated) to proceed with final design pending an agreement between the County and the City of Fulshear. We have not anticipated time for Katy Fulshear Road, and can make a future amendment request if this project proceeds to final design and construction. 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,

A handwritten signature in black ink, appearing to read "Mark C. Dessens".

Mark C. Dessens, P.E.  
Vice President

MCD:md

**SPIX** SCHAUMBURG & POLK, INC.

2019 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$70.00 /HOUR
SURVEYOR I	\$60.00 /HOUR
SURVEYOR II	\$80.00 /HOUR
SURVEYOR III	\$105.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$80.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$105.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$135.00 /HOUR
CONSTRUCTION MANAGER	\$170.00 /HOUR
DESIGN TECHNICIAN I	\$60.00 /HOUR
DESIGN TECHNICIAN II	\$85.00 /HOUR
DESIGN TECHNICIAN III	\$105.00 /HOUR
DESIGN TECHNICIAN IV	\$130.00 /HOUR
ENGINEER I / II	\$115.00 /HOUR
ENGINEER III	\$125.00 /HOUR
ENGINEER IV	\$150.00 /HOUR
ENGINEER V	\$170.00 /HOUR
ENGINEER VI	\$185.00 /HOUR
ENGINEER VII	\$205.00 /HOUR
ENGINEER VIII	\$235.00 /HOUR
ENGINEER IX	\$265.00 /HOUR

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

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$205.00/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.

Rates Effective: January 1, 2019 (adjusted annually)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Schaumburg & Polk, Inc.  
 Houston, TX United States

**Certificate Number:**  
 2019-536430

**Date Filed:**  
 09/05/2019

**Date Acknowledged:**  
 09/24/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2013 Mobility Bond Amendment 3  
 Program Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bourque , Ricky	Houston, TX United States	X	
	Ross, Allen	Tyler, TX United States	X	
	Beaver, Jeffrey	Beaumont, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)