

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

SIXTH AMENDMENT TO PROJECT MANAGEMENT

THIS SIXTH 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"), August 28, 2018 (hereinafter "Second Amendment"), September 24, 2019 (hereinafter "Third Amendment"), June 23, 2020 (hereinafter "Fourth Amendment"), and July 28, 2020 (hereinafter "Fifth 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 one hundred thirty-nine thousand thirty-two dollars and no/100 (\$139,032.00), to continue performing project management services with time billed hourly at the current billing rates included in the proposal dated July 6, 2021, 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 two hundred thirty-eight thousand seven hundred seventy-two dollars and no/100 (\$1,238,772.00), authorized as follows:
 - \$712,000.00 under the Agreement;
 - \$130,000.00 under the 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 (extension of time only); and
 - \$139,032.00 under this Sixth 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.
4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

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

FORT BEND COUNTY

SCHAUMBURG & POLK, INC

KP George

Mark C. Dessens

Mark C. Dessens

Date County Judge KP George

Authorized Agent – Printed Name

9.7.2021

ATTEST:



Vice President

Title

Laura Richard

8/26/2021

Date

Laura Richard, County Clerk

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 \$ 1,238,772.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A

July 6, 2021

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 \$139,032.00. This sixth amendment would increase the amended maximum compensation amount of \$1,099,740.00 to \$1,238,772.00. In accordance with the original agreement, time will be billed hourly at approved rates. We have enclosed a 2021 billing rate sheet, and request that this rate sheet be approved for billing purposes.

The need for added funds comes from ongoing efforts to complete the design and construction of the Greenbusch and Huggins Road projects, ongoing coordination with the City of Fulshear related to Huggins Road, significant utility coordination that has been required during the construction of the Katy Flewellen 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 Katy Flewellen, Greenbusch and Huggins 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
Enclosures

SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$77.00 /HOUR
SURVEYOR I	\$66.00 /HOUR
SURVEYOR II	\$88.00 /HOUR
SURVEYOR III	\$116.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$88.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$121.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$154.00 /HOUR
DESIGN TECHNICIAN I	\$66.00 /HOUR
DESIGN TECHNICIAN II	\$94.00 /HOUR
DESIGN TECHNICIAN III	\$121.00 /HOUR
DESIGN TECHNICIAN IV	\$149.00 /HOUR
ENGINEER I / II	\$127.00 /HOUR
ENGINEER III	\$143.00 /HOUR
ENGINEER IV	\$171.00 /HOUR
ENGINEER V	\$193.00 /HOUR
ENGINEER VI	\$220.00 /HOUR
ENGINEER VII	\$248.00 /HOUR
ENGINEER VIII	\$270.00 /HOUR
ENGINEER IX	\$292.00 /HOUR

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

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$225.00/HOUR
Subconsultants		Actual Cost

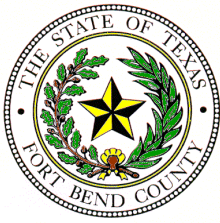
Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

**Fort Bend County 2013 Bond Program
Project Management Amendment 6 Basis of Request
July 2021**

Project	Hours					Cost
	MD @ \$292/hr	DM @ \$220/hr	JS @ \$193/hr	ED @ \$171/hr	JH @ \$127/hr	
13316 Katy Flewellen	24	12	0	120	0	\$30,168
13312 Greenbusch	40	80	48	80	24	\$55,272
13313 Huggins	56	80	40	40	40	\$53,592
Total:						\$139,032

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



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

MEMORANDUM

August 28, 2021

TO: Members of the Commissioners Court

**RE: Schaumburg & Polk 6th Amendment
Project Management, 2013 Mobility**

The total cost of the Amendment is \$139,032. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
13316	Katy Flewellen	\$30,168
13312	Greenbusch	\$55,272
13313	Huggins	\$53,592
Total		\$139,032

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**

Certificate Number:
2021-795624

Date Filed:
08/26/2021

Date Acknowledged:
09/07/2021

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

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 - Amend. 6
Program Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Buechter, Jeremy	Tyler, TX United States	X	
	Dessens, Mark	Houston, TX United States	X	
	Ross, Allen	Tyler, TX United States	X	
	Beaver, Jeff	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)