

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO PROJECT MANAGEMENT AGREEMENT FOR
THE 2017 FORT BEND COUNTY MOBILITY BOND PROGRAM**

THIS SECOND 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 “Project Manager”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program on March 13, 2018, (hereinafter “Agreement”), as amended by document executed on August 3, 2021, (hereinafter “Amendment”); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Project Manager an additional two hundred forty-two thousand twenty-eight dollars and no/100 (\$242,028.00), for the Services as described in Project Manager’s Proposal for Additional Services dated October 28, 2022, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed one million six hundred fifty-three thousand four hundred sixty dollars and no/100 (\$1,653,460.00), authorized as follows:
 - \$1,000,000.00 under the Agreement;
 - \$411,432.00 under the Amendment and
 - \$242,028.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. BY ACCEPTANCE OF AGREEMENT, PROJECT MANAGER 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 any subsequently executed amendment shall remain unchanged.

IN WITNESS WHEREOF, the County and the Project Manager have caused their respective duly authorized representatives to execute, seal and deliver this Amendment, all as of the date signed by the last party hereto.

FORT BEND COUNTY

SCHAUMBURG & POLK, INC.

KP George, County Judge

Mark C. Dessens
Authorized Representative – Signature

Date

Mark C. Dessens
Authorized Representative – Name

Vice President
Title

ATTEST:

1/9/2023
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 \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

October 28, 2022

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

Re: SPI 2017 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 \$242,028.00. This second amendment would increase the amended maximum compensation amount of \$1,411,432.00 to \$1,653,460.00. In accordance with the original agreement, time will be billed hourly at previously approved rates.

The need for added funds comes from ongoing efforts to complete the design and construction of numerous 2017 projects, shown in the attached level of effort estimate. This estimate shows how we anticipate our time to be distributed among the active projects.

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 2017 Bond Program
Project Management Amendment 2 Basis of Request
October 2022

Project	Hours					Cost
	MD @ \$292/hr	DM @ \$220/hr	JS @ \$193/hr	ED @ \$171/hr	JH @ \$127/hr	
17310 Brandt Road	40	60	0	40	24	\$34,768
17313x McCrary Road	40	60	8	40	24	\$36,312
17307 Peek Road	40	40	8	60	24	\$35,332
17312 Fulshear Gaston Road	120	40	160	40	24	\$84,608
17314x Cinco Ranch Blvd Turn Ln	16	0	8	0	0	\$6,216
BR19301 Pecan Creek Rd Bridge	60	60	24	16	0	\$38,088
17320x Fry Rd RTL	4	0	4	4	0	\$2,624
17322x Pin Oak Rd RTL	4	0	8	8	0	\$4,080
Total:						\$242,028

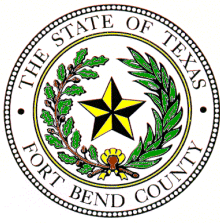
MD = Mark Dessens (coordination w/ County, other agencies, consultants, CM, CMT contractor)

DM = Deborah Meroniuc (plan reviews, coordination w/ consultants, Masterworks initiation/upkeep)

JS = Joe Schwieterman (coordination w/ MUDs, consultants, drainage coordination)

ED = Elise Dillow (coordination between utility companies and consultants)

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

January 13, 2023

TO: Members of the Commissioners Court

**RE: Schaumburg & Polk 2nd Amendment
Project Management, 2017 Mobility**

The total cost of the Amendment is \$242,028. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
17307	Peek Road, Seg. 1	\$35,332
17310	Brandt	\$34,768
17313x	McCrary	\$36,312
17312	Fulshear Gaston	\$84,608
17312	Fulshear Gaston	\$51,008*

Total \$242,028

*This amount will be used to cover PM costs associated with project numbers 17314x, BR19301, 17320x and 17322x. Each of these projects has a funding source other than Mobility Bonds.