

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(ON-CALL ENGINEERING AND PROGRAM MANAGEMENT SERVICES)**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS THIRD AMENDMENT TO AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and **AtkinsRealis USA Inc.**, hereinafter called "Engineer." The District and Engineer are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

On or about March 30, 2021, the Parties entered into an Agreement for Professional Services to provide engineering and program management services for the development of a comprehensive asset management program to manage the Flood Control District's flood protection infrastructure portfolio and associated County drainage features (the "Master Agreement").

The Parties previously amended the Agreement, on November 15, 2022, to provide for additional engineering and program management services to be performed by the Engineer and additional compensation to be paid to Engineer in connection with the projects (the "First Amendment").

The Parties previously amended the Agreement, on April 23, 2024, to provide for additional engineering and program management services to be performed by the Engineer and additional compensation to be paid to Engineer in connection with the projects (the "Second Amendment").

The Parties now desire to amend the Master Agreement for the third time (the "Third Amendment").

The District requires additional engineering and program management services as provided under Article 1, Character and Extent of Services.

The Engineer is willing to provide the necessary additional engineering and program management services for further consideration.

The District and the Engineer now desire to increase the Limit of Appropriation by \$3,362,158.00, to \$7,236,823.00.

TERMS:

NOW, THEREFORE, the District and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. TERM AND TIME OF PERFORMANCE

Article 2 of the Master Agreement, entitled, "Time of Performance," is hereby amended to add the following paragraph to the article:

The term of this Agreement shall be for a period beginning upon execution by the County Judge and remain in full force and effect until March 29, 2029, unless earlier terminated as set out herein.

2. LIMIT OF APPROPRIATION

Article 7 of the Master Agreement, previously amended and entitled, "Limit of Appropriation," is hereby amended to read:

The Engineer has been advised by the District, and the Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District had available the maximum sum of \$200,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that the maximum compensation the Engineer may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Engineer hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Article and certified as available therefor by the County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent in this amount, except to the extent that additional funds are certified as available in accordance with purchase orders issued pursuant to Article 1. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$7,236,823.00.

If the Professional Services and charges to be provided for will equal or exceed the amount certified available, the Engineer shall notify the District immediately. If the amount certified is depleted prior to the end of the term of this Agreement, the Engineer may terminate all Professional Services upon the total depletion of the certified funds unless the District certifies additional funds, as evidenced by a written amendment to this Agreement and the purchase order, in which event the Engineer shall continue to provide the approved Professional Services herein specified to the extent funds are available.

3. NOTICE

Article 6 of the Master Agreement, entitled, "Notice," is hereby amended to read:

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the District or the Engineer at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Engineer: AtkinsRealis USA Inc.
 920 Memorial City Way, Suite 400
 Houston TX, 77024
 Attention: Brett L. Sachtleben, P.E., CFM

To the District: Harris County Flood Control District
 9900 Northwest Freeway
 Houston, TX 77092
 Attention: Executive Director

Either party may designate a different address by giving the other party ten days written notice.

4. COMPLIANCE AND STANDARDS

Article 9 of the Master Agreement is amended in part, and the last paragraph of Article 9 shall now read as follows:

The Engineer shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the District in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

5. ORDER OF PRECEDENCE

It is expressly understood and agreed the Master Agreement and First and Second Amendments are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Third Amendment, or any portion or part thereof, and the terms and provisions of any part of portion of the Master Agreement, the First Amendment, or the Second Amendment, this Third Amendment shall control.

All other terms and provisions of the Master Agreement and the previous Amendments shall remain in full force and effect as originally written.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL
DISTRICT


Signed by:

By _____
ED17653073344AD...
Emily Kunst
Assistant County Attorney
25GEN1224

By _____
Lina Hidalgo
County Judge

ATTEST:

ATKINSREALIS USA INC.


Signed by:


5998913E82AC46A...
Brett Lee Sachtleben

Name

Vice President

Title

Signed by:


C13B7ED23B5E402...
Charlotte Maddox

Name

Vice President

Title

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE HARRIS COUNTY FLOOD CONTROL DISTRICT
AND ATKINSREALIS USA INC.**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

On or about March 30, 2021, the Parties entered into an Agreement for Professional Services to provide engineering and program management services for the development of a comprehensive asset management program to manage the Flood Control District’s flood protection infrastructure portfolio and associated County drainage features (the “Master Agreement”).

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The District requires additional engineering and program management services as provided under Article 1, Character and Extent of Services.

The Engineer is willing to provide the necessary additional engineering and program management services for further consideration.

The District and the Engineer now desire to increase the Limit of Appropriation by \$3,362,158.00, to \$7,236,823.00.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this order are true and correct.
- Section 2: Exemption from the County Purchasing Act under Texas Local Government Code § 262.024(a)(4) is hereby granted.
- Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, THIRD Amendment to Agreement for Professional Services by and between the Harris County Flood Control District and AtkinsRealis USA Inc. (formerly Atkins North America, Inc.), to provide additional engineering and program management services, for a fee increase of \$3,362,158.00, raising the maximum fee to be paid by the District to \$7,236,823.00, said Amendment No. 2 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.
- Section 4: All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.