



Paige McInnis
Harris County Purchasing Agent

April 28, 2025

Commissioners Court
Harris County, Texas

RE: Job No. 220306

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Second Amendment to the Agreement(s) for the following:

Description: Construction Management and Inspection Services of Single-Family Housing Rehabilitation Properties for the Harris County Housing and Community Development Department

Vendor(s): Ardurra Group, Inc.

Amount: \$2,470,989 previously approved funds for the term 01/01/2025 - 12/31/2026
(970,531) decrease in funds for the term 01/01/2025 - 12/31/2026
\$1,500,458

Reviewed By: • Harris County Purchasing • Housing and Community Development Department

The Amendment reduces funding for the revised scope of work. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

Paige McInnis
Purchasing Agent

MNG
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 08, 2025



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
ARDURRA GROUP, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Housing and Community Development (the “Department”), and Ardurra Group, Inc. (“Contractor”), a Florida corporation. The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On January 31, 2023, the County entered into an Agreement (the “Agreement”) with Contractor to assist the County and the Department by providing construction management and inspection services of single-family housing rehabilitation properties to further the County’s and the U.S. Department of Treasury’s American Rescue Plan Act (“ARPA”) Affordable Housing goals (the “Services”).

On August 6, 2024, the County and Contractor amended the Agreement for the first time (the “First Amendment”) for the purpose of reducing the amount of funds appropriated under the Agreement.

The Parties now desire to amend the Agreement for the second time (the “Second Amendment”) for the purpose of reducing the amount of funds appropriated under the Agreement.

The County and Contractor are reducing the amount of funds under the Agreement as illustrated in the updated Statement of Work, attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

1) CONTRACT CONSTRUCTION

This Second Amendment shall be governed by the Agreement, which is incorporated herein by reference as though fully set forth word for word.

2) CONTRACTOR’S COMPENSATION

Article V(A) of the Agreement under the heading "CONTRACTOR'S COMPENSATION" is hereby amended and replaced to read as follows:

- A) Subject at all times to Article VII entitled Limitation of Appropriation, the County agrees to pay Contractor One Million Five Hundred Thousand Four Hundred Fifty-Eight and No/100 (\$1,500,458.00) ("the Contract Price") for the Services, the total maximum sum of funds certified available for the Term of the Agreement by the Harris County Auditor. This compensation includes all labor, equipment, materials, delivery, shipping costs, travel expenses, and incidentals necessary to provide the Services.

3) LIMITATION OF APPROPRIATION

Article VII(A) of the Agreement under the heading "LIMITATION OF APPROPRIATION" is hereby amended and replaced to read as follows:

- A) Contractor expressly understands and agrees that the laws governing the letting of contracts require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under this Agreement before such Agreement becomes effective. Therefore, payment is contingent on the Auditor's certification of funds. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Agreement. Contractor understands and agrees, said understanding and agreement being of the absolute essence of this Agreement, that the County has One Million Five Hundred Thousand Four Hundred Fifty-Eight and No/100 (\$1,500,458.00), the total maximum sum of funds certified available for the Term of the Agreement by the Harris County Auditor as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent, for the purpose of satisfying the County's obligations, under the terms and provisions of this Agreement. Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder for the Term of the Agreement and the total maximum sum that the County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum. When all the funds so certified under this Agreement are expended, unless additional funds are certified available as evidenced by a written amendment to the Agreement, Contractor's sole remedy will be to terminate this Agreement in accordance with Article X to the extent permitted under Article X.

4) ORDER OF PRECEDENCE

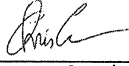
In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this Second Amendment shall control.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written and subsequently amended.

5) EXECUTION, MULTIPLE CONTRACTS

Execution, Multiple Counterparts: This Second Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Second Amendment.

ARDURRA GROUP, INC.

By 

Name: Chris Canonico

Title: Principal

Date: 3/28/2025

HARRIS COUNTY

By: _____

LINA HIDALGO
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Manasi Tahiliani

Manasi Tahiliani

Assistant County Attorney

C.A.O File No: 25GEN0409

EXHIBIT A

Updated Statement of Work

(follows behind)

Ardurra Project Billing Milestones					
Pay Period	Payment Deliverable	Per Unit Amount	# of Units	Total for 30 Units	Scope of Work to Reach Pay Point
Damage assessment	Site visit & Assessment report	\$4,000.00	30	\$120,000.00	Vendor is expected to conduct initial damage assessments for homes assigned by HCD staff to determine the home eligibility for reconstruction. This pay point includes the completion and review of damage assessments/work-write-ups.
Pre NTP Pay Period 1	Assignment to Builder	\$2,775.00	30	\$83,250.00	The vendor is expected to provide preliminary work in assisting HCD in contractor evaluation & selections for as many as 30 reconstruction projects. This scope of work also includes, but is not limited to, coordinating meetings with homeowners and builders once a builder is identified (before the Tri-Party Agreement, pre-construction, and Notice to Proceed gets executed) - this may include preparation for relocation, utility terminations and disconnections, review of HOA requirements; and permitting coordination with builder; Tri-Party Agreement meeting and pre-construction conference to review schedule of values, construction schedules, expectations and responsibilities, and contracting requirements. Site plans will need to be adjusted to actual parameters of the assigned property, HOA requirements, and homeowner selected options and there is upfront work vendor will coordinate with the builder and HCD to align to the NTP. This work is a joint effort with the builder and HCD and vendor staff. These are pay points for the entire workload that is required for a Notice to Proceed.
Final NTP Pay Period 2	TPA/Work Writeup/Relocation & Utility Disconnect assistance	\$2,775.00	30	\$83,250.00	
30%	Mobilization & Initial Inspection report	\$5,550.00	30	\$166,500.00	The vendor is expected to provide ongoing construction management and inspections of work progress performed by selected home builder/contracts and its sub-contractors for up to 30 homes. The inspections and touch points with the job site and contractors include but is not limited to survey and topography review, visit demolition site, order demolition, process slab form/survey compare, plumbing/electrical (in ground) rough, and post slab. The vendor is expected to evaluate the contractor's progress based on the proposed schedule of values; coordinate meetings with builders and HCD to monitor and provide status updates; to ensure compliance is met with industry standards, Minimum Property Standards, and those requirements stated in the Contractor's Specifications Manual during the construction process; and to confirm that all requirements of the contract have been met to the satisfaction of all parties. Vendor will ensure that the work specified in the Scopes of Work is completed in accordance with accepted industry and program standards at each pay point. Vendor will enforce compliance with national regulated health and safety standards. This is a paypoint along the entire path and vendor staff will be providing not only the required inspections, but work with the builder on progress updates, status, change orders, RFIs, and invoices and all other normal construction activities.
60%	Progress Inspection	\$12,741.00	30	\$382,230.00	The vendor is expected ongoing construction management and inspections of work performed by selected home builder/contracts and its sub-contractors for up to 30 homes. The inspections and touch points with the job site and contractors includes, but is not limited to, building to be in a "dried in" state, which means that all windows, doors, roof, and siding shall be in place, thus preventing rain penetration into the interior of the house, electrical rough in shall be completed, including (but not limited to) the placement of receptacle boxes, switch boxes and the placement of the circuit breaker box, and HVAC and all mechanical systems shall be in place, including the units themselves, the ductwork and all drain lines. This inspection shall take place prior to insulation being installed, once that has been completed, the insulation may continue to be followed by the installation of drywall, cabinet, counters and trim. The vendor is expected to evaluate the contractor's progress based on the proposed schedule of values; coordinate meetings with builders and HCD to monitor and provide status updates; to ensure compliance is met with industry standards, Minimum Property Standards, and those requirements stated in the Contractor's Specifications Manual during the construction process; and to confirm that all requirements of the contract have been met to the satisfaction of all parties. Vendor will ensure that the work specified in the Scopes of Work is completed in accordance with accepted industry and program standards at each pay point. Vendor will enforce compliance with national regulated health and safety standards. This is a paypoint along the entire path and vendor staff will be providing not only the required inspections, but work with the builder on progress updates, status, change orders, RFIs, and invoices and all other normal construction activities.

Ardurra Project Billing Milestones					
Pay Period	Payment Deliverable	Per Unit Amount	# of Units	Total for 30 Units	Scope of Work to Reach Pay Point
90%	Final Inspection, punch list items	\$15,746.00	30	\$472,380.00	The vendor is expected ongoing construction management and inspections of work performed by selected home builder/contracts and its sub-contractors. The inspections and touch points with the job site and contractors include, but is not limited to, paint completion and punch list. Once the punch list has been prepared, no other work items are expected of the contractor. If the punch list contains more than ten (10) items, the contractor is not ready for a final inspection. The vendor is expected to evaluate the contractor's progress; to confirm that local building codes or standards have been satisfactorily met; and to confirm that all requirements of the contract have been met to the satisfaction of all parties. The vendor is expected to evaluate the contractor's progress based on the proposed schedule of values; coordinate meetings with builders and HCD to monitor and provide status updates; to ensure compliance is met with industry standards, Minimum Property Standards, and those requirements stated in the Contractor's Specifications Manual during the construction process; and to confirm that all requirements of the contract have been met to the satisfaction of all parties. Vendor will ensure that the work specified in the Scopes of Work is completed in accordance with accepted industry and program standards at each pay point. Vendor will enforce compliance with national regulated health and safety standards. This is a paypoint along the entire path and our staff will be providing not only the required inspections, but work with the builder on progress updates, status, change orders, RFIs, and invoices and all other normal construction activities.
Final Close Out	Retainage, Warranty, KTO	\$3,945.50	30	\$118,365.00	File close out, completion of all documentation necessary to support the total of work performed for the 30 homes reconstructed. This work includes, but is not limited to warranty Work, final Retainage billing, and 100% (final) inspection. This entails all construction being fully complete (finished carpentry, painting, backfilling, electrical fixtures, all finishes, all programmatic activities, and clean-up should be closely checked for completion); site shall be free of debris or construction materials and equipment; interior shall be cleaned and inspected; all punch list items must be resolved; all inspections and project closeout documentation shall be complete before key hand off to the homeowner. The vendor is expected to evaluate the contractor's progress based on the proposed schedule of values; coordinate meetings with builders and HCD to monitor and provide status updates; to ensure compliance is met with industry standards, Minimum Property Standards, and those requirements stated in the Contractor's Specifications Manual during the construction process; and to confirm that all requirements of the contract have been met to the satisfaction of all parties. Vendor will ensure that the work specified in the Scopes of Work is completed in accordance with accepted industry and program standards at each pay point. Vendor will enforce compliance with national regulated health and safety standards. This is a paypoint along the entire path and our staff will be providing not only the required inspections, but work with the builder on progress updates, status, change orders, RFIs, and invoices and all other normal documentation required.
Service Charge	Monthly from Oct 2024	\$4,000.00	16	\$64,000.00	
Sub Total				\$1,489,975.00	
H/O Fall out rate post Damage Assessment		\$2,500.00	15	\$37,500.00	The vendor shall be expected to perform damage assessment for homeowners who are thought to be qualified and valid applicants to the program, but choose not to participate or become ineligible for the program for a variety of causes. In these instances the vendor shall be compensated a unit rate of \$2500 / damage assessment for those h/o who become ineligible ("Fall out" of the program). This contract contemplates up to 15 instances and is budget for \$37,500 total. This is for only those homes where the vendor performed Damage Assessment but did not move forward
Total	N/A	-	-	\$1,527,475.00	

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment to the Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term 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 A SECOND AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND ARDURRA GROUP, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. 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	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

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 adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Second Amendment to the Agreement to reduce the amount of funds appropriated under the Agreement. The new, updated cost to the County is One Million Five Hundred Thousand Four Hundred Fifty-Eight and No/100 (\$1,500,458.00). The Second Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.