

**THIRD AMENDMENT TO  
ENGINEERING SERVICES AGREEMENT**

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF HARRIS    §**

This Third Amendment to Agreement is entered into by **Harris County**, a body corporate and politic under the laws of the State of Texas, hereinafter called "County," acting herein for the **Harris County Toll Road Authority (HCTRA)**, a division of the County, and **R.R.P. Consulting Engineers, L.L.C. formally known as S&B Infrastructure, Ltd.**, hereinafter called the "Engineer" or "Company."

WITNESSETH:

**WHEREAS**, the County and the Engineer entered into an agreement on July 30, 2019 to perform Engineering Services related to the design of Heavy Highway, Drainage, and Bridge Maintenance, in Harris County, Texas;

**WHEREAS**, the Agreement was subsequently amended by order of Commissioners Court on or about March 24, 2020, and again amended by order of Commissioners Court on or about June 29, 2021. The original agreement with all amendments, is hereinafter called the "Agreement".

**WHEREAS**, the County and the Engineer now desire to amend the Agreement to increase the Compensation and Payment to be paid by the County to the Engineer, amend to add A-1 to Scope of Services, amend the Delivery of Notices, replace the Certificate of Interested Parties, amend the Additional Statutory Requirements, replace Historically Underutilized Business Requirements and add Dispute Resolution; and

**WHEREAS**, the provisions of Chapter 262, Texas Local Government Code, Competitive Bidding Law does not apply to the proposed amendment because the contract is for professional engineering services.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**1.**

That part of Section 3(a) of the Agreement, titled Compensation and Payment, which currently reads as follows:

The Engineer shall be entitled to payment based on hourly rates and reimbursement as set forth in this section, and the Engineer agrees that such payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$280,000.00**...

Is hereby amended to read as follows:

The Engineer shall be entitled to payment based on hourly rates and reimbursement as set forth in this section, and the Engineer agrees that such payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$300,000.00...**

**2.**

That part of Section 3(c) of the Agreement, titled Compensation and Payment, which currently reads as follows:

It is expressly understood and agreed that the County has available the total maximum sum of **\$280,000.00...**

Is hereby amended to read as follows:

It is expressly understood and agreed that the County has available the total maximum sum of **\$300,000.00...**

**3.**

That part of Section 2 of the Agreement, title Scope of Services, which currently reads as follows:

The services to be provided herein in regard to the Project are defined in Appendix A ("Scope of Services")

Is hereby amended to read as follows:

The services to be provided herein in regard to the Project are defined in Appendix A and Appendix A-1 ("Scope of Services")

**4.**

That part of Section 16(a) of the Agreement, titled Delivery of Notices, Etc., which currently reads as follows:

- a. All routine written notices, invoices, change orders, etc. are to be delivered to the Assistant Director, Maintenance & Construction Engineering, at the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Harris County Commissioners Court, 1001 Preston, 9th Floor, Houston, Texas 77002, Attention: Clerk of Commissioners Court, with a copy forwarded to the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, Attention: Executive Director.

Is hereby amended to read as follows:

- a. All routine written notices, invoices, change orders, etc. are to be delivered to the Deputy Director, Capital Projects & Infrastructure, at the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, Attention: Executive Director.

## 5.

Paragraph 27, titled "Historically Underutilized Business Requirements," is replaced in its entirety, as follows:

### 27. Historically Underutilized Business Requirements

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, African American, Hispanic American, Native American, woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business.

In accordance with Section 284.007 of the Texas Transportation Code, the County shall make a good faith effort to meet or exceed goals provided under Section 284.007(b) for awarding contracts and subcontracts associated with a project it operates, maintains, or constructs to historically underutilized businesses. For purposes of this section, the term "historically underutilized business" has the meaning given to such term in subsection (d) of Section 284.007, Transportation Code.

The Contractor agrees to reasonably assist the County in its efforts to meet or exceed the goals provided under Section 284.007(b) for awarding contracts or subcontracts to historically underutilized businesses.

The Contractor will take affirmative steps to assure that minority firms and specifically women's business enterprises are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; and

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The Contractor shall submit evidence of compliance to Appendix D when requested by County.

**6.**

Paragraph 28, titled "Dispute Resolution," is hereby added to the Agreement, as follows:

28. Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the County and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise. This provision does not preclude available legal remedies in the event the parties are unable to resolve said conflicts through mediation.

**7.**

All other terms and conditions of the original Agreement shall remain in full force and effect as originally written, except as subsequently modified by Amendment.

**[SIGNATURE PAGE FOLLOWS]**

**APPROVED AS TO FORM:**

CHRISTIAN D. MENEFEE  
County Attorney

DocuSigned by:  
*Marcy Linebarger*  
By: 0B97D5E185374E3...  
MARCY LINEBARGER  
Senior Assistant County Attorney

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date: \_\_\_\_\_

**R.R.P. Consulting Engineers, L.L.C.**

DocuSigned by:  
*Daniel Rios*  
By: 9D092CD0F9404ED...  
Name Daniel Rios  
Title President  
Date 10/25/2023

## **APPENDIX A-1**

The following items will be supplied to the Engineer by HCTRA.

- a. Digital copies of construction contract plans and specifications for the Project area.
- b. Access to approved shop drawings, construction drawings and all other necessary items to verify that materials furnished conform to the contract plans and specifications.

**ORDER OF COMMISSIONERS COURT  
Authorizing a Third Amendment to Agreement with  
R.R.P. Consulting Engineers, L.L.C.**

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 A THIRD AMENDMENT TO AGREEMENT WITH  
R.R.P. CONSULTING ENGINEERS, L.L.C. TO INCREASE THE COMPENSATION AND  
PAYMENT TO BE PAID BY THE COUNTY TO THE ENGINEER, ADD A-1 TO SCOPE OF  
SERVICES, AMEND THE DELIVERY OF NOTICES, REPLACE THE CERTIFICATE OF  
INTERESTED PARTIES, AMEND THE ADDITIONAL STATUTORY REQUIREMENTS,  
REPLACE HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS AND  
ADD DISPUTE RESOLUTION FOR THE DESIGN OF HEAVY HIGHWAY DRAINAGE,  
AND BRIDGE MAINTENANCE**

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	<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 adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County a Third Amendment to Agreement in an amount not to exceed \$300,000.00 with R.R.P. Consulting Engineers, L.L.C. to increase the Compensation and Payment to be paid by the County to the Engineer, add A-1 to Scope of Services, amend the Delivery of Notices, replace the Certificate of Interested Parties, amend the Additional Statutory Requirements, replace Historically Underutilized Business Requirements and add Dispute Resolution for the design of Heavy Highway Drainage, and Bridge Maintenance. The Amendment is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.
3. This Third Amendment encumbers an additional \$20,000.00 to compensate the Engineer.