

**AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES  
(On-Call Engineering Services)**

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

THIS AMENDMENT NO. 2 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 **Freese and Nichols, Inc.**, a Texas corporation, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, on or about August 22, 2017, the District and the Engineer entered into an Agreement for Professional Services to provide program management, engineering and related services as may be needed in support of the District's frontier program in the Upper Langham Creek Watershed (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on March 10, 2020, to provide for additional program management, engineering and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the project; and

WHEREAS, the District requires additional program management, engineering and related services as provided under Article 1, Character and Extent of Services; and

WHEREAS, the Engineer is willing to provide the necessary additional program management, engineering and related services for further consideration; and

WHEREAS, the District and the Engineer desire to add rate classifications and increase the existing rate classifications under Article 3, The Engineer's Compensation; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$500,000.00, to \$1,500,000.00.

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

**ARTICLE 3 of the Agreement, entitled, “The Engineer’s Compensation,” reading:**

Within thirty days after execution of this Agreement, the District shall pay to the Engineer a retainer of \$100.00 as consideration for the Engineer's obligation to perform services assigned during the term of this Agreement in accordance with the terms hereof. The Engineer shall bill first to the retainer. Upon depletion of retainer, the Engineer shall bill according to the rates in this Article. For and in consideration of the services to be performed hereunder, and subject to the Limit of Appropriation under Article 7, the District agrees to pay the Engineer according to the following rates:

<u>Position</u>	<u>Maximum Hourly Rate</u>
Principal Engineer .....	\$275.00
Group Manager .....	\$270.00
Engineer VIII .....	\$260.00
Engineer VII .....	\$249.00
Engineer VI .....	\$238.00
Engineer V .....	\$200.00
Engineer IV .....	\$144.00
Engineer III.....	\$132.00
Engineer II.....	\$120.00
Engineer I.....	\$115.00
3D Visualization Coordinator.....	\$195.00
CAD Designer .....	\$151.00
Technician IV .....	\$122.00
Technician III.....	\$102.00
Technician II.....	\$ 84.00
Technician I.....	\$ 70.00
GIS Analyst V.....	\$138.00
GIS Analyst IV.....	\$125.00
GIS Analyst III .....	\$114.00
GIS Analyst II .....	\$ 85.00
GIS Analyst I .....	\$ 72.00
Construction Manager V .....	\$175.00
Construction Manager IV .....	\$162.00
Construction Manager III.....	\$147.00
Construction Manager II.....	\$127.00
Construction Manager I.....	\$ 97.00
Senior Geologist.....	\$151.00
Environmental Scientist VIII .....	\$246.00
Environmental Scientist VII .....	\$235.00
Environmental Scientist VI .....	\$192.00
Environmental Scientist V .....	\$167.00
Environmental Scientist IV .....	\$140.00
Environmental Scientist III.....	\$109.00
Environmental Scientist II.....	\$ 92.00
Environmental Scientist I.....	\$ 77.00
Hydrologist VII.....	\$230.00
Hydrologist VI.....	\$192.00

<u>Position</u>	<u>Maximum Hourly Rate</u>
Hydrologist V .....	\$160.00
Hydrologist IV .....	\$146.00
Hydrologist III .....	\$123.00
Hydrologist II .....	\$115.00
Hydrologist I .....	\$100.00
Operations Analyst / Accounting Specialist.....	\$125.00
Project Control Specialist II / Contract Admin .....	\$ 99.00
Administrative Assistant / Clerical Support .....	\$ 79.00
Co-Op / Intern .....	\$ 56.00

Further, it is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay normal business costs or expenses. Non-reimbursable costs and expenses include, without limitation, overtime, postage, messenger services, delivery charges, mileage within Harris County, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blue-line drawings or photocopies; however, the following costs and expenses may be reimbursed, to the extent such costs and expenses are previously approved in writing by the Director.

<u>Description</u>	<u>Basis of Compensation</u>
A. Authorized subcontracts and payment of required fees as necessary for the completion of required Professional Services and related services as requested under Article 1.	Actual Reasonable Cost.
B. Authorized printing and reproduction in addition to normal photocopying and working drawings.	Actual Reasonable Cost.
C. Extra travel required by the Engineer and authorized by the District to points outside Harris County, including travel, meals, and lodging.	Actual Reasonable Cost.
D. Special equipment and supplies as authorized by the District.	Actual Reasonable Cost.
E. Rental costs for equipment to gain access to project sites.	Actual Reasonable Cost
F. Costs of presentation materials.	Actual Reasonable Cost

It is expressly understood and agreed that Engineer shall not furnish any of the above services without the prior written authorization of the Director. The District shall have no obligation to pay for such services which have been performed without the prior written authorization of the Director as hereinabove provided.

At the option of the Director, the Director may also issue work authorization(s) for performance of specified professional services to be compensated on a lump sum basis upon acceptance by Engineer. If a work authorization specifies payment on a lump sum basis for certain services, the hourly rates set out above shall not apply. 0In addition, where work performed pursuant to a work authorization is to be compensated on a lump sum basis, the budget for same shall not be increased pursuant to Article 1 or Article 3 of this Agreement, except to the extent that additional

services are assigned to be performed by Engineer by further written authorization from the Director.

**is hereby amended to read:**

Within thirty days after execution of this Agreement, the District shall pay to the Engineer a retainer of \$100.00 as consideration for the Engineer's obligation to perform services assigned during the term of this Agreement in accordance with the terms hereof. The Engineer shall bill first to the retainer. Upon depletion of retainer, the Engineer shall bill according to the rates in this Article. For and in consideration of the services to be performed hereunder, and subject to the Limit of Appropriation under Article 7, the District agrees to pay the Engineer according to the following rates:

<u>Position</u>	<u>Maximum Hourly Rate</u>
Principal Engineer .....	\$292.00
Group Manager .....	\$287.00
Engineer VIII .....	\$276.00
Engineer VII .....	\$265.00
Engineer VI .....	\$254.00
Engineer V .....	\$233.00
Engineer IV .....	\$175.00
Engineer III .....	\$147.00
Engineer II .....	\$133.00
Engineer I .....	\$127.00
3D Visualization Coordinator .....	\$241.00
CAD Coordinator .....	\$190.00
CAD Designer .....	\$175.00
CAD Supervisor .....	\$177.00
CAD Manager .....	\$199.00
Technician IV .....	\$147.00
Technician III .....	\$126.00
Technician II .....	\$ 95.00
Technician I .....	\$ 78.00
GIS Analyst VI .....	\$182.00
GIS Analyst V .....	\$158.00
GIS Analyst IV .....	\$138.00
GIS Analyst III .....	\$117.00
GIS Analyst II .....	\$ 95.00
GIS Analyst I .....	\$ 81.00
Construction Manager VI .....	\$272.00
Construction Manager V .....	\$230.00
Construction Manager IV .....	\$189.00
Construction Manager III .....	\$161.00
Construction Manager II .....	\$141.00
Construction Manager I .....	\$114.00
Construction Representative IV .....	\$147.00
Construction Representative III .....	\$130.00
Construction Representative II .....	\$ 99.00
Construction Representative I .....	\$ 90.00

<u>Position</u>	<u>Maximum Hourly Rate</u>
Senior Geologist.....	\$165.00
Environmental Scientist VIII .....	\$262.00
Environmental Scientist VII .....	\$251.00
Environmental Scientist VI .....	\$208.00
Environmental Scientist V .....	\$185.00
Environmental Scientist IV .....	\$163.00
Environmental Scientist III.....	\$121.00
Environmental Scientist II.....	\$106.00
Environmental Scientist I.....	\$ 95.00
Hydrologist VII.....	\$254.00
Hydrologist VI.....	\$208.00
Hydrologist V.....	\$187.00
Hydrologist IV.....	\$160.00
Hydrologist III.....	\$136.00
Hydrologist II.....	\$127.00
Hydrologist I.....	\$111.00
Landscape Architect.....	\$194.00
Database Administrator.....	\$215.00
Senior Systems Administrator.....	\$188.00
Developer.....	\$184.00
Funding Specialist.....	\$206.00
Senior Operations Analyst .....	\$199.00
Operations Analyst / Accounting Specialist.....	\$159.00
Contract Administrator .....	\$117.00
Technical Support Specialist V .....	\$134.00
Technical Support Specialist IV .....	\$124.00
Technical Support Specialist III.....	\$104.00
Support Specialist II.....	\$ 88.00
Support Specialist I.....	\$ 71.00
Project Control Specialist II / Contract Admin .....	\$ 99.00
Administrative Assistant / Clerical Support .....	\$ 79.00
Co-Op / Intern .....	\$ 85.00

**Increased rates shall only be effective for services authorized after sums previously encumbered have been exhausted.**

Further, it is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay normal business costs or expenses. Non-reimbursable costs and expenses include, without limitation, overtime, postage, messenger services, delivery charges, mileage within Harris County, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blueline drawings or photocopies; however, the following costs and expenses may be reimbursed, to the extent such costs and expenses are previously approved in writing by the Director.

<u>Description</u>	<u>Basis of Compensation</u>
A. Authorized subcontracts and payment of required fees as necessary for the completion of required Professional	Actual Reasonable Cost.

Services and related services as requested under Article 1.

- |    |                                                                                                                                             |                         |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| B. | Authorized printing and reproduction in addition to normal photocopying and working drawings.                                               | Actual Reasonable Cost. |
| C. | Extra travel required by the Engineer and authorized by the District to points outside Harris County, including travel, meals, and lodging. | Actual Reasonable Cost. |
| D. | Special equipment and supplies as authorized by the District.                                                                               | Actual Reasonable Cost. |
| E. | Rental costs for equipment to gain access to project sites.                                                                                 | Actual Reasonable Cost  |
| F. | Costs of presentation materials.                                                                                                            | Actual Reasonable Cost  |

It is expressly understood and agreed that Engineer shall not furnish any of the above services without the prior written authorization of the Director. The District shall have no obligation to pay for such services which have been performed without the prior written authorization of the Director as hereinabove provided.

At the option of the Director, the Director may also issue work authorization(s) for performance of specified professional services to be compensated on a lump sum basis upon acceptance by Engineer. If a work authorization specifies payment on a lump sum basis for certain services, the hourly rates set out above shall not apply. In addition, where work performed pursuant to a work authorization is to be compensated on a lump sum basis, the budget for same shall not be increased pursuant to Article 1 or Article 3 of this Agreement, except to the extent that additional services are assigned to be performed by Engineer by further written authorization from the Director.

**ARTICLE 7 of the Agreement, entitled, "Limit of Appropriation," as amended and now reading:**

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 has available the maximum sum of \$100.00 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 \$1,000,000.00.

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.

**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 made available the maximum sum of \$100.00 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 \$1,500,000.00.

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.

**ARTICLE 9 of the Agreement, entitled, "Compliance and Standards," as amended and now reading:**

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2270.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

**is hereby amended to read:**

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's

performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2271.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Engineer meets an exemption under subsection (c), then, as required by subsection (b), the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Engineer meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

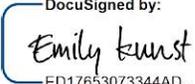
**All other terms and provisions of the Agreement and the previous Amendment shall remain in full force and effect as originally written.**

EXECUTED on \_\_\_\_\_.

APPROVED AS TO FORM:

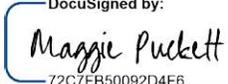
CHRISTIAN D. MENEFFEE  
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

By  \_\_\_\_\_  
Emily Kunst  
Assistant County Attorney

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

ATTEST:

DocuSigned by:  
  
72C7FB50092D4F6...

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Maggie Puckett

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Name

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Project Manager

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Title

FREESE AND NICHOLS, INC.

DocuSigned by:  
  
24387EAA06FE442...

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Cory Stull

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Name

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Principal and Vice President

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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 the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: \_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND FREESE AND NICHOLS, 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
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	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. R. Jack Cagle	<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:

WHEREAS, on or about August 22, 2017, the District and the Engineer entered into an Agreement for Professional Services to provide program management, engineering and related services as may be needed in support of the District's frontier program in the Upper Langham Creek Watershed (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on March 10, 2020, to provide for additional program management, engineering and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the project; and

WHEREAS, the District requires additional program management, engineering and related services as provided under Article 1, Character and Extent of Services; and

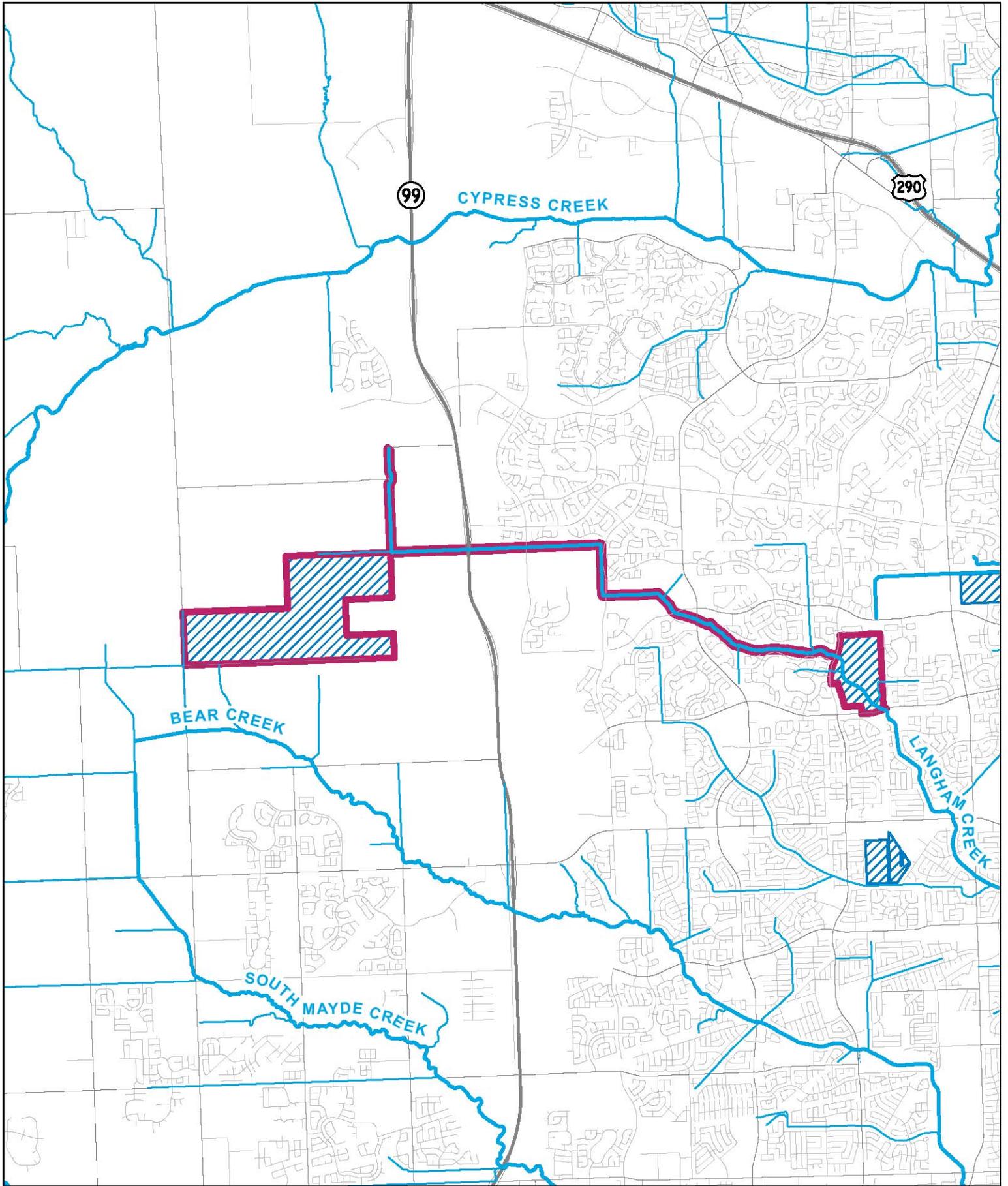
WHEREAS, the Engineer is willing to provide the necessary additional program management, engineering and related services for further consideration; and

WHEREAS, the District and the Engineer desire to add rate classifications and increase the existing rate classifications under Article 3, The Engineer's Compensation; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$500,000.00, to \$1,500,000.00.

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, Amendment No. 2 to Agreement for Professional Services by and between the Harris County Flood Control District and Freese and Nichols, Inc., to provide additional program management, engineering and related services as may be needed in support of the District's frontier program in the Upper Langham Creek Watershed, for a fee increase of \$500,000.00, raising the maximum fee to be paid by the District to \$1,500,000.00, said Amendment No. 2 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



**Project ID: U100-00-00-G001**

**Watershed: Addicks Reservoir**

**Precinct: 3, 4**

- Project Boundary
- Harris County Precincts**
- Judge Lina Hidalgo
- 1 - Rodney Ellis
- 2 - Adrian Garcia
- 3 - Tom S. Ramsey, P.E.
- 4 - R. Jack Cagle

