

**SECOND AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

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

This Second 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 **HTS, Inc. Consultants**, hereinafter called the "Engineer" or "Company".

WITNESSETH:

WHEREAS, the County and the Engineer entered into an agreement on June 13, 2017, to provide Construction Materials Testing and Geotechnical Engineering Services in support of the construction of the East Sam Houston Tollway between Interstate 45 (South) to SH 225, including the replacement of SH 225 and Jacintoport Overpass Project, in Harris County, Texas;

WHEREAS, the Agreement was subsequently amended by order of Commissioners Court on or about the 3rd day of December 2019. The original agreement with all amendments is hereinafter called "Agreement";

WHEREAS, the County and the Engineer now desire to amend the Agreement to increase Compensation and Payment to be paid by the County to the Engineer for additional work under the Scope of Services, amend the provision for the Delivery of Notices, and add Historically Underutilized Business Requirements; and

WHEREAS, the provisions of Chapter 262, Texas Local Government Code, Competitive Bidding Law do 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, 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 **\$1,850,000.00...**

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 **\$2,200,000.00...**

2.

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

It is expressly understood and agreed that the County has available the total maximum sum of **\$1,850,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

Is hereby amended to read as follows:

It is expressly understood and agreed that the County has available the total maximum sum of **\$2,200,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

3.

That part of Section 17(a) of the Agreement, Delivery of Notices, Etc., which currently reads as follows:

All routine written notices, invoices, change orders, etc. are to be delivered to the Assistant Director of Maintenance & Construction Engineering, at the Harris County Toll Road Authority ...

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: Mr. Gary K. Trietsch, P.E., Executive Director.

Is hereby amended to read as follows:

All routine written notices, invoices, change orders, etc. are to be delivered to the Assistant Director of Maintenance & Construction Engineering, at the Harris County Toll Road Authority...

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.

4.

Paragraph 27, titled "Historically Underutilized Business Requirements," is hereby added to the Agreement, as follows:

27. Historically Underutilized Business Requirements

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 Engineer 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.

5.

All other terms and conditions of the original Agreement shall remain in full force and effect as originally written.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
County Attorney

HARRIS COUNTY

DocuSigned by:
By Marcy Linebarger 3/22/2021
0802D6E18E274E3
MARCY LINEBARGER
Assistant County Attorney

By _____
LINA HIDALGO
County Judge

Date _____

HTS, INC. CONSULTANTS

DocuSigned by:
By John Ferrito, III
0400810075154FF
Name John Ferrito, III
Title Vice President Operations
Date 3/22/2021

**ORDER OF COMMISSIONERS COURT
 Authorizing Second Amendment to Agreement with
 HTS, Inc. Consultants**

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 SECOND AMENDMENT TO AGREEMENT WITH HTS, INC.
 CONSULTANTS TO INCREASE COMPENSATION AND PAYMENT TO BE PAID BY THE
 COUNTY TO THE ENGINEER FOR ADDITIONAL WORK UNDER THE SCOPE OF
 SERVICES, AMEND THE PROVISION FOR THE DELIVERY OF NOTICES, AND ADD
 HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS, TO PROVIDE
 CONSTRUCTION MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES
 IN SUPPORT OF THE CONSTRUCTION OF THE EAST SAM HOUSTON TOLLWAY
 BETWEEN INTERSTATE 45 (SOUTH) AND SH 225, INCLUDING THE REPLACEMENT OF
 SH 225 AND JACINTOPORT OVERPASS PROJECT**

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. 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 adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County a Second Amendment to Agreement in an amount not to exceed \$2,200,000.00 with HTS, Inc. Consultants to increase Compensation and Payment to be paid by the County to the Engineer for additional work under the Scope of Services, amend the provision for the Delivery of Notices, and add Historically Underutilized Business Requirements, to provide Construction Materials Testing and Geotechnical Engineering Services in support of the construction of the East Sam Houston Tollway between Interstate 45 (South) and SH 225, including the replacement of SH 225 and Jacintoport Overpass Project. This 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 Second Amendment encumbers an additional \$350,000.00 to compensate the Engineer.