



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

March 22, 2021

Commissioners Court  
Harris County, Texas

**RE: Job No. 190327**

Members of Commissioners Court:

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

**Description:** Professional Architectural and/or Engineering and Project Management Services for Mechanical, Electrical, and Plumbing Repairs and Upgrades of the Detention Facilities (Phase 1) for Harris County

**Vendor(s):** Johnston LLC

**Amount:** \$4,300,000 previously approved funds for the term 02/11/2021 - 02/10/2022  
364,500 additional funds for the term 02/11/2021 - 02/10/2022  
\$4,664,500

**Reviewed By:** • Harris County Purchasing • Office of the County Engineer

The Fourteenth Amendment increases funding to perform test and commissioning procedures at 701 N. San Jacinto. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

NG  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 30, 2021**

**FOURTEENTH AMENDMENT TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND JOHNSTON LLC**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Fourteenth Amendment to the Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, acting by and through its Office of the County Engineer (the "County") and Johnston LLC (the "Engineer"). The County and Engineer are referred to herein collectively as "Parties" and individually as a "Party".

***Recitals***

On February 11, 2020, Commissioners Court approved and the County entered into a Master Agreement (the "Agreement") for various engineering projects to be completed by Engineer for the Harris County Detention Center whose maintenance is managed by the Harris County Facilities and Property Maintenance Division.

The Agreement has been amended to add various projects.

The Parties now desire to amend the Agreement for the fourteenth time ("Fourteenth Amendment") for the purpose of specifying a project.

***Terms***

I.

This Fourteenth Amendment shall be governed by the above-mentioned Agreement, incorporated herein by reference as if set forth word for word.

II.

The Agreement is hereby amended to add and specify a project for professional design services (the "Services") to direct a project team to perform test and commissioning procedures at the Harris County Detention Center located at 701 N. San Jacinto (the "Project"). The Project shall be completed by Engineer in accordance with the proposal dated February 9, 2021, and attached hereto as Exhibit A and incorporated by reference.

### III.

#### LIMIT OF APPROPRIATION ("LOA")

Engineer understands and agrees, except as otherwise expressly set forth in this Fourteenth Amendment, the understanding and agreement being of the absolute essence of the Agreement and Fourteenth Amendment, that the total maximum compensation that Engineer may become entitled to for the Project, and the total maximum sum that County shall become liable to pay to Engineer for the Project, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Sixty-Four Thousand Five Hundred and 00/100 Dollars (~~\$364,500.00~~) (the "Contract Price"), as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

The Engineer understands and agrees that the laws governing the letting of contracts for the County 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 the Agreement before such contracts become effective. Therefore, any work delivered on the Project prior to certification of funds by the County Auditor as evidenced by the issuance or amendment of a Purchase Order by the County Purchasing Agent will be at Engineer's own expense and not payable, except as set forth below.

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

With regard to the continuation or extension of this Agreement, the County has not allocated any funds for any period beyond the current fiscal year. Therefore, continuation is subject to the future allocation and certification of funds for the subsequent fiscal years.

### IV.

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

### V.

It is expressly understood and agreed that the Agreement is incorporated herein by reference. If a conflict appears between this Fourteenth Amendment and the Agreement, this Fourteenth Amendment will control.

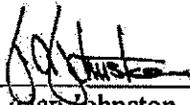
VI.

EXECUTION

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

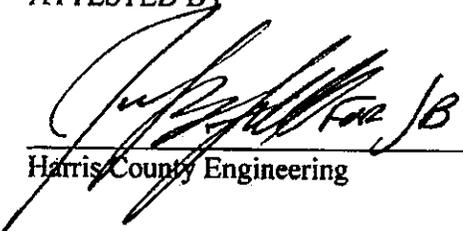
JOHNSTON LLC

HARRIS COUNTY

By:   
Name: Alan Johnston  
Date: 03/17/2021

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

ATTESTED BY

  
Harris County Engineering

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By: DeAnne A. Lin  
DeAnne A. Lin  
Assistant County Attorney  
C.A. File 21GEN0732

**EXHIBIT A**

**Professional Design Services Proposal for Harris County Detention Facility Improvement  
Program – 701 N. San Jacinto Testing and Commissioning Procedure Project Team dated  
February 9, 2021**

**(follows behind)**



February 9, 2021

Mr. Jacob Frazelle, PMP, CFM, LEED GA  
Harris County Facilities & Property Maintenance Manager  
Harris County Engineering Department  
1310 Prairie, Suite 140  
Houston, Texas 77002

**Re: Professional Design Services Proposal for  
Harris County Detention Center Facility Improvement Program**

Mr. Frazelle,

We have been asked by the Harris County Construction Group to provide commissioning services for the first 12 projects in the detention CIP program. Please refer to the original approved proposal for information and clarifications which remain valid for this additional service.

#### **PROJECT INFORMATION**

The Commissioning agent will perform the essential project functions of overseeing, defining and establishing a pre-commissioning, commissioning, trials and handover execution framework on the projects identified in this proposal, while ensuring the safety, quality, value and timeliness of the assigned projects. This includes developing, managing and executing all commissioning related activities in conformance with contracts, plans, specifications for the following systems: mechanical, electrical, plumbing, building envelope and building automation.

#### **ADDITIONAL SERVICES**

The following is a summary of the additional services:

- Direct a project team to perform the test & commissioning procedures.
- Responsible for functionally developing, managing and delivering the means and methods of the commissioning execution strategy, and schedule.
- The Commissioning Manager will ensure best practices on implementing turnover, pre-commissioning, commissioning, preservation and maintenance processes and systems considering, including: contractual requirements, project, and construction schedule, reliability, maintenance, materials management, change management, permitting and EPA requirements.
- Communicates turnover / commissioning roles and scope for members of the construction teams; understands the commissioning test plans/protocols, and coordinates and/or attends design, construction and operability reviews to meet project deadlines while continually monitoring critical path and prepare schedule impact reports for project management.



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- Proactively assess progress, completion forecasts and provides solutions to mitigate schedule delays or optimize project completion.
- Promote and ensure compliance with all applicable OSHA, ANSI and other Safety requirements.
- Develops Commissioning scripts, and attends Commissioning pre-proposal meetings, Commissioning kick-off meetings, and additional meetings as required.
- Monitors Commissioning activities on an ongoing basis to ensure the timely and efficient completion of Commissioning work and to ensure compliance of project contract Commissioning requirements.
- Develops and/or maintains documentation of Commissioning projects and milestone events in the completion of Commissioning projects to provide timely and uniform periodic management information reports. Reviews project schedules for commissioning events and provides feedback for Commissioning reports.
- Receives and reviews project as-built drawings, O&M manuals, training DVDs, warranty manuals and commissioning reports.
- Ensure the safe and timely delivery of Commissioning activities, including preparation, planning and execution activities related to Start-up and Performance Testing, including first fills, preservation and leak testing.
- Responsible for identifying risks associated with Commissioning Start Up and ensuring risks are recorded, communicated, mitigated and controlled.

#### COMPENSATION

Compensation for the Professional Design Services described in this letter will be established as a **Lump Sum Amount**. Johnston will bill you for work completed monthly. We request payment within 30 days of invoice date. Reimbursable expenses incurred by Johnston in connection with the project are included in the professional service fee quoted.

Total Additional Services Fee: **Three Hundred Sixty-Four Thousand Five Hundred Dollars (\$ 364,500.00)**

Additional Services for:	
190327-Addendum #1 - 701 Domestic Water Upgrade Commissioning	\$ 28,125.00
190327-Addendum #2 - 701 Generator Replacement Commissioning	\$ 47,250.00
190327-Addendum #3 - 701 Sanitary Lift Replacement Commissioning	\$ 28,125.00
190327-Addendum #4 - 701 Domestic Water Piping Replacement Commissioning	\$ 33,750.00
190327-Addendum #5 - 701 LED Lighting Upgrade Commissioning	\$ 19,125.00
190327-Addendum #6 - 701 Fire Alarm Replacement Commissioning	\$ 41,625.00
190327-Addendum #7 - 1200 Fire Alarm Replacement Commissioning	\$ 41,625.00
190327-Addendum #8 - 701 Fire Sprinkler Replacement Commissioning	\$ 40,500.00
190327-Addendum #9 - 1200 Fire Sprinkler Replacement Commissioning	\$ 47,250.00
190327-Addendum #10 - 701 Access Doors for Levels 6 & 7	N/A
190327-Addendum #11 - 1200 LED Lighting Upgrade Commissioning	\$ 19,125.00
190327-Addendum #12 - 1200 Domestic Water Control Commissioning	\$ 28,125.00
<b>Total Additional Services Fee:</b>	<b>\$364,500.00</b>



JOHNSTON

If you have any questions concerning this proposal, please contact us at 713.244.8300. We will be happy to meet with you to discuss in more detail. We thank you again for this opportunity and look forward to moving ahead. If the above meets with your approval, please sign below and return to Johnston. We are prepared to commence with this work immediately upon your approval.

Sincerely,

Accepted for Johnston, LLC:

Charles Lack  
Director of MEP Engineering  
Johnston, LLC

J. Alan Johnston, Jr, PE  
President  
Johnston, LLC

February 9, 2021

Date Signed

Accepted for Harris County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date Signed

**ORDER OF COMMISSIONERS COURT**  
**Authorizing an Amendment to the Agreement with Johnston LLC**

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 AN AMENDMENT  
TO THE AGREEMENT WITH JOHNSTON LLC**

Commissioner \_\_\_\_\_ introduced an order and moved that the 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 thus adopted follows:

**IT IS ORDERED that:**

1. The Harris County Judge is authorized to execute on behalf of Harris County the Fourteenth Amendment to the Agreement between Harris County and Johnston LLC to direct a project team to perform test and commissioning procedures for the Harris County Detention Center located at 701 N. San Jacinto at a cost of \$364,500.00 to the County. The Agreement 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.