

# Paige McInnis Harris County Purchasing Agent

March 28, 2025

Commissioners Court Harris County, Texas

**RE:** Job No. 210160

Members of Commissioners Court:

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

Description:	Professional Architectural and/or Engineering Services for Facility Maintenance, Repairs, and Rehabilitation for Harris County
Vendor(s):	RDLR Architects, Inc.
Amount:	\$1,000,000 previously approved funds for the term 06/14/2024 - 06/13/2025 <u>700,000</u> additional funds for the term 06/14/2024 - 06/13/2025 \$1,700,000
<b>Reviewed By:</b>	Harris County Purchasing  Office of the County Engineer

The Amendment increases funding for additional services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

Paige MoInnis

Paige McInnis Purchasing Agent

MNG Attachment(s) cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 10, 2025

# AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND RDLR ARCHITECTS, INC.

THE STATE OF TEXAS § § COUNTY OF HARRIS

§

This 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 and acting by and through Harris County Engineering Department ("Department"), and RDLR Architects, Inc. ("Contractor") a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as "Party" and collectively as "Parties."

### Recitals

On June 14, 2022, the County entered into an agreement with Contractor to provide professional architecture and/or engineering services for the Department (the "Master Agreement").

The County and Contractor now desire to amend the Master Agreement for the first time ("First Amendment") for the purpose of adding additional funds to the Master Agreement.

### Terms

#### 1) **CONTRACT CONSTRUCTION**

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

#### 2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of One Million and 00/100 Dollars (\$1,000,000.00), the County hereby amends the Master Agreement to certify as available Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this

First Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this First Amendment.

## 3) ORDER OF PRECEDENCE

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

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

## 4) **EXECUTION, MULTIPLE COUNTERPARTS**

Execution, Multiple Counterparts: This First 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 First Amendment.

RDLR ARCHITECTS, INC.	
Name: PANIEL CALIZ	
Title: PRINCIPAL	
Date: 3725	

HARRIS COUNTY

By:

LINA HIDALGO COUNTY JUDGE

APPROVED AS TO FORM: Christian D. Menefee COUNTY ATTORNEY

By: Paul M. La Raia

Paul M. La Raia Assistant County Attorney C.A. File No.: 25GEN0480

## ORDER OF COMMISSIONERS COURT Authorizing execution of an amendment to an agreement

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 the \_\_\_\_\_ day of \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

## ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH RDLR ARCHITECTS, 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:

Vote of the Court	Yes	<u>No</u>	<u>Abstain</u>
Judge Hidalgo			a
Comm. Ellis			
Comm. Garcia			
Comm. Ramsey, P.E.			
Comm. 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 First Amendment to the Master Agreement to add \$700,000.00 to compensate RDLR Architects, Inc. for additional services. The 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 purposes of this order.