



**Paige McInnis**  
**Harris County Purchasing Agent**

March 24, 2025

Commissioners Court  
Harris County, Texas

**RE: Job No. 190397**

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Fifth Amendment to the Agreement(s) subject to applicable bond(s) to be received from the vendor(s):

**Description:** Maintenance and Repair of Vertical Transportation Equipment for Harris County

**Vendor:** Amtech Elevator Services

**Amount:** \$3,799,695 previously approved funds for the term 12/01/2024 - 05/31/2025  
1,000,000 additional funds for the extended term 06/01/2025 - 11/30/2025  
\$4,799,695

**Reviewed by:**   X   Harris County Purchasing   X   Office of the County Engineer

The Fifth Amendment provides additional funds and extends the term of the Agreement. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

*Paige McInnis*

Paige McInnis  
Purchasing Agent

CTD  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 10, 2025**



**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND AMTECH ELEVATOR SERVICES**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Fifth 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 Amtech Elevator Services (“Contractor”). The County and the Contractor are referred to herein collectively as “Parties” and individually as a “Party.”

***Recitals***

On December 1, 2020, the County entered into an agreement with Contractor to provide maintenance and repair of vertical transportation equipment (the “Services”) for the County (the “Master Agreement”).

On March 26, 2024, the Parties amended the Agreement for the first time (“First Amendment”) to add Services.

On April 23, 2024, the Parties amended the Agreement for a second time (“Second Amendment”) to add Services.

On August 27, 2024, the Parties amended the Agreement for a third time (“Third Amendment”) to add Services.

On November 12, 2024, the Parties amended the Agreement for a fourth time (“Fourth Amendment”) to extend the term and add funds.

The County and Contractor now desire to amend the Master Agreement for the fifth time (“Fifth Amendment”) for the purpose of extending the agreement and adding funds.

***Terms***

**1) CONTRACT CONSTRUCTION**

This Fifth Amendment shall be governed by the Master Agreement, as previously amended by the First, Second, Third and Fourth Amendments, which is incorporated by reference as though fully set forth word for word.

## **2) TERM**

The term of the Master Agreement is hereby amended to extend until November 30, 2025.

## **3) LIMIT OF APPROPRIATION**

Having previously certified funds in the amount of Three Million Seven Hundred Ninety-Nine Thousand Six Hundred Ninety-Four and 60/100 Dollars (\$3,799,694.60), the County hereby amends the Master Agreement to certify as available One Million and 00/100 Dollars (\$1,000,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Four Million Seven Hundred Ninety-Nine Thousand Six Hundred Ninety-Four and 60/100 Dollars (\$4,799,694.60). 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 Fourth Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million and 00/100 Dollars (\$1,000,000.00). 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 Four Million Seven Hundred Ninety-Nine Thousand Six Hundred Ninety-Four and 60/100 Dollars (\$4,799,694.60). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Fifth 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 Fifth Amendment.

## **4) ORDER OF PRECEDENCE**

In the event of any conflict between the terms and provisions of this Fifth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, as previously amended, this Fifth 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.

## **5) EXECUTION, MULTIPLE COUNTERPARTS**

This Fifth 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 Fifth Amendment.

**[execution page follows]**

AMTECH ELEVATOR SERVICES

By: *General Manager*  
Title: General Manager  
Date: 03/24/2025

HARRIS COUNTY, TEXAS

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

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By: *Robert de los Reyes*  
Robert de los Reyes  
Senior Assistant County Attorney  
C.A. File 25GEN0637

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 \_\_\_\_\_, 2025 with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF FIFTH AMENDMENT TO THE  
AGREEMENT BETWEEN HARRIS COUNTY AND  
AMTECH ELEVATOR SERVICES**

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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 thus adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the Fifth Amendment to the Agreement between Harris County and Amtech Elevator Services; for the purpose of extending the current term through November 30, 2025, and appropriating \$1,000,000.00 in additional funds; said Fifth Amendment being 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 purpose of this Order.