

**FIRST AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First 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 **DIG Engineers**, hereinafter called the "Engineer" or "Company."

WITNESSETH:

WHEREAS, the County and the Engineer entered into an agreement on August 10, 2021 for Architectural and Engineering design services and coordination regarding the buildings at the Lynchburg Ferry, in Harris County, Texas;

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, due to agency reviews and approvals requiring design changes;

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; and

WHEREAS, the County also wishes to amend the provision for Delivery of Notices, Etc.;

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, titled Compensation and Payment, which currently reads as follows:

The Engineer shall be entitled to payments 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 **\$300,000.00.....**

Is hereby amended to read as follows:

The Engineer shall be entitled to payments 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 **\$615,687.00.....**

2.

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

It is expressly understood and agreed that the County has available the total maximum sum of **\$300,000.00.....**

Is hereby amended to read as follows:

It is expressly understood and agreed that the County has available the total maximum sum of **\$615,687.00.....**

3.

That part of Section 16(a) of the Agreement, titled Delivery of Notices, Etc., which currently reads as follows:

All routine written notices, invoices, change orders, etc. are to be delivered to the Deputy Director, Engineering/Construction at the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, Attention: Executive Director.

Is hereby amended to read as follows:

All routine written notices, invoices, change orders, etc. are to be delivered to the Deputy Director, Operations and Facility Infrastructure at the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, Attention: Executive Director.

4.

That part of Section 26 of the Agreement, titled Historically Underutilized Business Requirements, which currently reads as follows:

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.

Is hereby amended to read as follows:

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, African American, Hispanic American, Native American, woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business.

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 Contractor 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.

The Contractor will take affirmative steps to assure that minority firms and specifically women's business enterprises are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; and
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The Contractor shall submit evidence of compliance when requested by County.

5.

Appendix B is hereby amended to include:

Maximum Reimbursement Expenses

Edge Binding	Each	\$2.11
File Processing	Each	\$6.30
Drilling 2 or 3 Hole	Each	\$0.12
Screw Post Binding	Each	\$7.82
Courier	Each	\$48.00

6.

All other terms and conditions of the original Agreement shall remain in full force and effect as originally written, except as subsequently modified by Amendment.

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
County Attorney

HARRIS COUNTY

DocuSigned by:
Marcy Linebarger
By _____
0B97D5E185374E3...
MARCY LINEBARGER
Assistant County Attorney

By _____
LINA HIDALGO
County Judge

Date _____

DIG ENGINEERS

DocuSigned by:
Manuel Torres
By _____
BF0CE625A5D84B2...
Name Manuel Torres
Title Partner
Date 8/17/2022

APPENDIX C
Disclosure of M/WBE Participation

Name of MBE/WBE Certified Firm	
Certified by:	
Address / City / State / Zip:	
Name of Contact Person:	
Email address for Contact Person:	
Telephone number for Contact Person:	
Percent of Subcontract:	
Description of services:	
6-digit NAICS code for work to be	

ORDER OF COMMISSIONERS COURT
Authorizing a First Amendment to Agreement with DIG Engineers

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 A FIRST AMENDMENT TO AGREEMENT
WITH DIG ENGINEERS FOR ADDITIONAL AMOUNT OF \$315,687.00 FOR
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES AND COORDINATION
REGARDING THE BUILDINGS AT THE LYNCHBURG FERRY**

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 First Amendment to Agreement with DIG Engineers for additional amount of **\$315,687.00** for architectural and engineering design services and coordination regarding the buildings at the Lynchburg Ferry. The 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 First Amendment encumbers an additional **\$315,687.00** to compensate the Engineer.