

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(On-Call Construction Engineering and Inspection Services)**

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

THIS AMENDMENT TO AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and Versa Infrastructure, LLC, a Texas limited liability company, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, the District and Engineer previously entered into an Agreement for Professional Services ("the Agreement"), dated June 9, 2020, to provide engineering services, including inspection services, to augment the District's staff for sediment removal and infrastructure repairs in the Cypress Creek Watershed; and

WHEREAS, the District requires additional engineering services, including inspection services, to augment the District's staff for sediment removal and infrastructure repairs in the Cypress Creek Watershed as provided under Section I, Character and Extent of Services, and under Appendix A to the Agreement; and

WHEREAS, the Engineer is willing to provide the necessary additional engineering services for further consideration; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$2,018,240.00, to \$4,018,240.00.

NOW, THEREFORE, the District and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION III of the Agreement, entitled, "Limit of Appropriation," reading:

The District will appropriate funds for use by the Engineer through the issuance of purchase orders by the Harris County Purchasing Agent. Within thirty days after execution of this Agreement, the District shall have issued an initial Purchase Order to the Engineer in the amount of \$1,676,360.00 to perform services assigned during the term of this Agreement in accordance with the terms hereof. The District may issue additional purchase orders up to the maximum of \$2,000,000.00 based on the services required of the Engineer. The Engineer understands the \$2,000,000.00 is not guaranteed and is subject to the District encumbering funds through a purchase order and a written authorization as specified under Section I of this Agreement. The yearly amount owed to the Engineer for payment of all services performed by the Engineer may be subject to up to a 3 percent annual increase in hourly wages at the discretion of the District. The total amount of funds that can be certified without amendment to this Agreement shall not exceed \$2,000,000.00.

The Engineer understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that the Engineer may become entitled to hereunder, and the total maximum sum that the District shall become liable to pay to the Engineer hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum approved for payment in each purchase order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the District's liability under the terms and provisions of this Agreement is limited to this sum; and that when all the funds so certified are expended, the Engineer's sole and exclusive remedy shall be to terminate this Agreement.

is hereby amended to read:

The District will appropriate funds for use by the Engineer through the issuance of purchase orders by the Harris County Purchasing Agent. Within thirty days after execution of this Agreement, the District issued an initial Purchase Order to the Engineer in the amount of \$1,676,360.00 to perform services assigned during the term of this Agreement in accordance with the terms hereof. The District may issue additional purchase orders up to the maximum of \$4,018,240.00 based on the services required of the Engineer. The Engineer understands the \$4,018,240.00 is not guaranteed and is subject to the District encumbering funds through a purchase order and a written authorization as specified under Section I of this Agreement. The yearly amount owed to the Engineer for payment of all services performed by the Engineer may be subject to up to a 3 percent annual increase in hourly wages at the discretion of the District. The total amount of funds that can be certified without amendment to this Agreement shall not exceed \$4,018,240.00.

The Engineer understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that the Engineer may become entitled to hereunder, and the total maximum sum that the District shall become liable to pay to the Engineer hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum approved for payment in each purchase order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the District's liability under the terms and provisions of this Agreement is limited to this sum; and that when all the funds so certified are expended, the Engineer's sole and exclusive remedy shall be to terminate this Agreement.

SECTION VIII of the Agreement, entitled, "Personnel," reading:

The Engineer shall be solely responsible for all employment and personnel performing services for the District under this Agreement (including wrongful termination, discrimination, etc.) and all claims arising out of personal injuries or property damage occurring on the job caused by or to its employees or personnel or to professional equipment or personal property, except to the extent any such injuries were caused by the gross negligence of the District, its officers, employees or agents.

Employees of the Engineer working at District offices shall abide by all District personnel policies, including the dress code and use of District's computers, as found in the Harris County and Harris County Flood Control District Personnel Policies and Procedures latest version, which can be found at https://hrrm.harriscountytexas.gov/Documents/Harris%20County%20Personnel%20Policies%20%20Procedures_062619.pdf.

The Engineer understands and agrees that its employees are not entitled to any District personnel benefits.

The Engineer agrees to provide and warrants that all the Engineer personnel assigned to District facilities shall meet the position skills and requirements for the general duties required to carry

out the Engineer's obligation under this Agreement. Upon notification by the District, the Engineer shall immediately remove from assignment any employee found, in the District's sole discretion, to be in violation of said requirements.

The District has the absolute and continuing right, with or without cause, to reject the assignment of any member of the Engineer's management or staff or any agent or representative of the Engineer under this Agreement.

The Engineer shall immediately give written notice to the District of any complaints regarding the conduct of the Engineer's employees on District premises or any employees subsequently removed from assignment to the District.

The Engineer shall obtain a criminal history record on all the Engineer personnel who provide services at a District facility. The Engineer warrants and represents that it will not assign any person who fails or refuses to provide information necessary to obtain a criminal background history or whose criminal record information reveals a conviction or deferred adjudication that renders the person unqualified or unsuitable for assignment to the District. The parties agree that the District, in its sole discretion, may determine it is not in the District's best interest to allow one or more of the Engineer's personnel to continue to work at a District location under this Agreement.

The District may also conduct its own criminal activity background checks of the Engineer's employees at the District's own expense. Upon request, the Engineer will obtain the consent of such employees authorizing the District or an authorized vendor to conduct such criminal activity background checks. Employees who do not consent shall not perform services under this Agreement.

Overtime for the Engineer's staff must be approved by the Director prior to the overtime being worked. The District will not pay beyond a maximum hourly rate for services as indicated in Section IV of this Agreement.

All vacation/paid time off/planned sick leave/other types of time off work must be approved a minimum of two weeks in advance of the time off by the Director. The Engineer shall provide replacement personnel approved by the District as required.

The Engineer's staff shall call in any unplanned sick leave to the Department Manager or assigned Supervisor before the start of the work shift.

The Engineer's staff will be required to take a lunch break of at least ½ hour if working an 8-hour day or longer. Exceptions must be approved in advance by the Director. This time will not be charged to the District.

Each of the Engineer's staff shall turn into the District a weekly timesheet each Monday morning. Timesheets will be compared with the invoice time charged to the District. In the event that an Engineer's staff member is not at work on a Monday morning, it must be turned in on the first day back to work.

The Engineer's staff will work during typical business office hours Monday through Friday in accordance with direction from the District. Work shifts may be staggered and adjusted to meet day, night and weekend work requirements and minimize overtime as directed by the District.

The Engineer understands and agrees that no current, non-retiring District employee hired by the Engineer during the course of this Agreement, shall work on any District projects for 24 months from the date they terminate their employment with the District.

is hereby amended to read:

The Engineer shall be solely responsible for all employment and personnel performing services for the District under this Agreement (including wrongful termination, discrimination, etc.) and all claims arising out of personal injuries or property damage occurring on the job caused by or to its employees or personnel or to professional equipment or personal property, except to the extent any such injuries were caused by the gross negligence of the District, its officers, employees or agents.

Employees of the Engineer working at District offices or working for the District remotely shall abide by all District personnel policies, including the dress code and use of District's computers, as found in the Harris County and Harris County Flood Control District Personnel Policies and Procedures latest version, which can be found at <https://hrrm.harriscountytexas.gov/Documents/Personnel%20Policies%20and%20Procedures%20Handbook.pdf>.

The Engineer understands and agrees that its employees are not entitled to any District personnel benefits.

The Engineer agrees to provide and warrants that all the Engineer personnel assigned to District facilities shall meet the position skills and requirements for the general duties required to carry out the Engineer's obligation under this Agreement. Upon notification by the District, the Engineer shall immediately remove from assignment any employee found, in the District's sole discretion, to be in violation of said requirements.

The District has the absolute and continuing right, with or without cause, to reject the assignment of any member of the Engineer's management or staff or any agent or representative of the Engineer under this Agreement.

The Engineer shall immediately give written notice to the District of any complaints regarding the conduct of the Engineer's employees on District premises or any employees subsequently removed from assignment to the District.

The Engineer shall obtain a criminal history record on all the Engineer personnel who provide services at a District facility or are working for the District remotely. The Engineer warrants and represents that it will not assign any person who fails or refuses to provide information necessary to obtain a criminal background history or whose criminal record information reveals a conviction or deferred adjudication that renders the person unqualified or unsuitable for assignment to the District. The parties agree that the District, in its sole discretion, may determine it is not in the District's best interest to allow one or more of the Engineer's personnel to continue to work at a District location under this Agreement.

The District may also conduct its own criminal activity background checks of the Engineer's employees at the District's own expense. Upon request, the Engineer will obtain the consent of such employees authorizing the District or an authorized vendor to conduct such criminal activity background checks. Employees who do not consent shall not perform services under this Agreement.

Overtime for the Engineer's staff must be approved by the Director prior to the overtime being worked. The District will not pay beyond a maximum hourly rate for services as indicated in Section IV of this Agreement.

All vacation/paid time off/planned sick leave/other types of time off work must be approved a minimum of two weeks in advance of the time off by the Director. The Engineer shall provide replacement personnel approved by the District as required.

The Engineer's staff shall call in any unplanned sick leave to the Department Manager or assigned Supervisor before the start of the work shift.

The Engineer's staff will be required to take a lunch break of at least ½ hour if working an 8-hour day or longer. Exceptions must be approved in advance by the Director. This time will not be charged to the District.

Each of the Engineer's staff shall turn into the District a weekly timesheet each Monday morning. Timesheets will be compared with the invoice time charged to the District. In the event that an Engineer's staff member is not at work on a Monday morning, it must be turned in on the first day back to work.

The Engineer's staff will work during typical business office hours Monday through Friday in accordance with direction from the District. Work shifts may be staggered and adjusted to meet day, night and weekend work requirements and minimize overtime as directed by the District.

The Engineer understands and agrees that no current, non-retiring District employee hired by the Engineer during the course of this Agreement, shall work on any District projects for 24 months from the date they terminate their employment with the District.

SECTION XIV of the Agreement, entitled, "Compliance and Standards," reading:

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that he shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2270.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

is hereby amended to read:

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain

all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2271.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Engineer meets an exemption under subsection (c), then, as required by subsection (b), the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Engineer meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

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

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL
DISTRICT

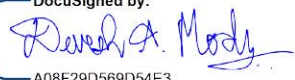
DocuSigned by:

By _____
Emily Kunst
Assistant County Attorney

By _____
Lina Hidalgo
County Judge

ATTEST:

DocuSigned by:



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Devesh Mody

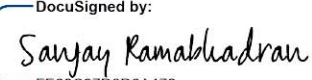
Name

Principal

Title

VERSA INFRASTRUTURE, LLC

DocuSigned by:



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Sanjay Ramabhadran

Name

Principal

Title

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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 _____, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO
 AGREEMENT FOR PROFESSIONAL SERVICES
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND VERSA INFRASTRUCTURE, LLC**

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:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	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:

WHEREAS, the District and Engineer previously entered into an Agreement for Professional Services ("the Agreement"), dated June 9, 2020, to provide engineering services, including inspection services, to augment the District's staff for sediment removal and infrastructure repairs in the Cypress Creek Watershed; and

WHEREAS, the District requires additional engineering services, including inspection services, to augment the District's staff for sediment removal and infrastructure repairs in the Cypress Creek Watershed as provided under Section I, Character and Extent of Services, and under Appendix A to the Agreement; and

WHEREAS, the Engineer is willing to provide the necessary additional engineering services for further consideration; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$2,018,240.00, to \$4,018,240.00.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this order are true and correct.
- Section 2: Exemption from the County Purchasing Act under Texas Local Government Code § 262.024(a)(4) is hereby granted.
- Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Amendment to Agreement for Professional Services by and between the Harris County Flood Control District and Versa Infrastructure, LLC, for additional engineering and inspection services to augment the District's staff, for a fee increase of \$2,018,240.00, raising the maximum fee to be paid by the District to \$4,018,240.00, said Amendment to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

CON VERSA K100-G002 STAFF 2020-168 AMEND.DOCX

