

AMENDMENT NO. 3 TO AGREEMENT FOR ENGINEERING SERVICES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AMENDMENT NO. 3 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 **BGE, Inc.**, a Texas corporation, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, on or about August 27, 2019, the District and the Engineer entered into an Agreement for Engineering Services, under Purchase Order No. P326039, to provide design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services in support of design and construction of project Brays bridges and channel excavation over Brays Bayou on HCFCD Unit D100-00-00 (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on June 29, 2021, to provide for additional design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services; and

WHEREAS, the District and the Engineer previously amended the Agreement, on February 8, 2022, to provide for additional design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services; and

WHEREAS, the District requires additional design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services as provided under Section III, Additional Services; 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 \$284,042.00, to \$7,198,034.00.

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

In SECTION V of the Agreement, entitled, "The Engineer's Compensation," the paragraph now reading:

Notwithstanding anything that may be construed to the contrary herein, in no event shall the Engineer be entitled to compensation and reimbursement in excess of \$5,975,192.00 for performing Additional Services hereunder. Nor shall the Engineer be required to perform

Additional Services hereunder after becoming entitled to compensation and reimbursement of \$6,657,412.00 for Additional Services.

is hereby amended to read:

Notwithstanding anything that may be construed to the contrary herein, in no event shall the Engineer be entitled to compensation and reimbursement in excess of \$6,657,412.00 for performing Additional Services hereunder. Nor shall the Engineer be required to perform Additional Services hereunder after becoming entitled to compensation and reimbursement of \$7,198,034.00 for Additional Services.

SECTION IX of the Agreement, entitled, "Limit of Appropriation," now reading:

The Engineer has been advised by the District, and the Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District has available the maximum sum of \$1,000,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that the maximum compensation the Engineer may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Engineer hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Section and certified as available therefor by the County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent in this amount, except to the extent that additional funds are certified as available in accordance with Purchase Orders issued pursuant to Section V. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$6,913,992.00.

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

is hereby amended to read:

The Engineer has been advised by the District, and the Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District has available the maximum sum of \$1,000,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that the maximum compensation the Engineer may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Engineer hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Section and certified as available therefor by the County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent in this amount, except to the extent that additional funds are certified as available in accordance with Purchase Orders issued pursuant to Section V. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$7,198,034.00.

If the Professional Services and charges to be provided for will equal or exceed the amount certified available, the Engineer shall notify the District immediately. If the amount certified is depleted prior to the end of the term of this Agreement, the Engineer may terminate all Professional Services upon the total depletion of the certified funds unless the District certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase

Order, in which event the Engineer shall continue to provide the approved Professional Services herein specified to the extent funds are available.

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

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
HARRIS COUNTY ATTORNEY

DocuSigned by:

By _____
Emily Kunst
Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

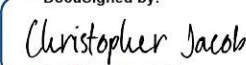
By _____
Lina Hidalgo
County Judge

ATTEST:

DocuSigned by:

By _____
Mike Salch
Name
Construction Project Manager
Title

BGE, INC.

DocuSigned by:

By _____
Christopher Jacob
Name
Director, Construction Management
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
Lesley Briones	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 AMENDMENT NO. 3 TO
 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND BGE, INC.**

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. Lesley 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:

WHEREAS, on or about August 27, 2019, the District and the Engineer entered into an Agreement for Engineering Services to provide design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services in support of design and construction of project Brays bridges and channel excavation over Brays Bayou on HCFCF Unit D100-00-00 (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on June 29, 2021, to provide for additional design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services; and

WHEREAS, the District and the Engineer previously amended the Agreement, on February 8, 2022, to provide for additional design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services; and

WHEREAS, the District requires additional design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services as provided under Section III, Additional Services; 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 \$284,042.00, to \$7,198,034.00.

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, Amendment No. 3 to Agreement for Engineering Services by and between the Harris County Flood Control District and BGE, Inc., to provide additional design, bidding, construction phase engineering, construction management, construction inspection, staff augmentation and other related engineering services, for a fee increase of \$284,042.00, raising the maximum fee to be paid by the District to \$7,198,034.00, said Amendment No. 3 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



Project ID: D100-00-00-B047

Watershed: Brays Bayou

Precinct: 1, 2, 4