

AMENDMENT NO. 2 TO AGREEMENT FOR ENGINEERING SERVICES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AMENDMENT NO. 2 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 **iGET Services LLC**, a Texas limited liability company, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, on or about May 1, 2018, the District and the Engineer entered into an Agreement for Engineering Services, to provide design, bidding, and construction phase engineering services in support of channel improvements and repair on HCFCF Unit E125-00-00 (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on February 11, 2020, to provide for additional design, bidding, and construction phase engineering services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the project; and

WHEREAS, the District requires additional construction phase engineering services as provided under Section III, Additional Services, and under Appendix B of 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 \$75,000.00, to \$474,467.00.

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

SECTION V of the Agreement, entitled, "The Engineer's Compensation," as amended and now reading:

For and in consideration of the Basic Services performed by the Engineer, as set forth in Section I, the District shall pay the Engineer a fixed fee of \$126,758.00, with monthly payments toward same based on the percentage of each task completed during the preceding calendar month, subject to acceptance by the District. The fee allocation by task to be used for billing purposes is as follows:

	<u>Amount</u>
A.1 Evaluation of Existing Site Conditions	\$10,117.00
A.2.A. 50% Submittal	\$67,231.00
A.2.B Bid Ready Submittal	\$13,446.00
A.2.C. Final Submittal	<u>\$35,964.00</u>
	\$126,758.00

Adjustments to the fee allocation may be made within the Total Basic Services Fee with prior review and written approval by the Director.

The District shall reimburse the Engineer according to the following rates for Additional Services provided pursuant to Section III by employees of the Engineer:

<u>Responsibility</u>	<u>Maximum Hourly Rate</u>
Principal	\$200.00
Project Manager.....	\$180.00
Senior Design Engineer	\$125.00
QA/QC Engineer	\$180.00
EIT Designer	\$100.00
CADD Technician	\$ 69.75
Administrative / Clerical	\$ 74.25

The District may also authorize Additional Services to be compensated on a fixed fee basis upon acceptance by the Engineer. The District shall pay the Engineer a prorated amount of the fixed fee monthly, based on the percentage of the task completed during the preceding calendar month, subject to acceptance by the District. Where authorization of Additional Services is made on a fixed fee basis, the hourly rates set out above shall not apply.

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 \$272,709.00 for performing Additional Services hereunder. Nor shall the Engineer be required to perform Additional Services hereunder after becoming entitled to compensation and reimbursement of \$272,709.00 for Additional Services.

Adjustments to the Additional Services budget allocation may be made with written approval by the Director.

It is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay or reimburse the Engineer for normal business expenses such as overtime, postage, messenger services, delivery charges, mileage within Harris County, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blue-line drawings or photocopies specifically required in Section II, or other costs or expenses, except those for which reimbursement is specifically provided in the following sentence. If approved in writing by the Director prior to their being incurred, the Engineer may be reimbursed the reasonable and necessary cost of the following, to the extent they are incurred in providing services hereunder: services performed by a subcontractor pursuant to authorization for such expenses and as permitted by the County Purchasing Act, copies of reports or other documents

to be delivered to the District or in accordance with instructions of the District in excess of the number specifically required by Section II, costs of travel outside of Harris County, rental costs of transportation equipment necessary to gain access to the Project site, costs of presentation materials (i.e., charts, slides, transparencies), costs of abstracting, and costs of photographic and video services.

is hereby amended to read:

For and in consideration of the Basic Services performed by the Engineer, as set forth in Section I, the District shall pay the Engineer a fixed fee of \$126,758.00, with monthly payments toward same based on the percentage of each task completed during the preceding calendar month, subject to acceptance by the District. The fee allocation by task to be used for billing purposes is as follows:

	<u>Amount</u>
A.1 Evaluation of Existing Site Conditions	\$10,117.00
A.2.A. 50% Submittal	\$67,231.00
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	\$126,758.00

Adjustments to the fee allocation may be made within the Total Basic Services Fee with prior review and written approval by the Director.

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<u>Responsibility</u>	<u>Maximum Hourly Rate</u>
Principal	\$200.00
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EIT Designer	\$100.00
CADD Technician	\$ 69.75
Administrative / Clerical	\$ 74.25

The District may also authorize Additional Services to be compensated on a fixed fee basis upon acceptance by the Engineer. The District shall pay the Engineer a prorated amount of the fixed fee monthly, based on the percentage of the task completed during the preceding calendar month, subject to acceptance by the District. Where authorization of Additional Services is made on a fixed fee basis, the hourly rates set out above shall not apply.

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 \$347,709.00 for performing Additional Services hereunder. Nor shall the Engineer be required to perform Additional Services hereunder after becoming entitled to compensation and reimbursement of \$347,709.00 for Additional Services.

Adjustments to the Additional Services budget allocation may be made with written approval by the Director.

It is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay or reimburse the Engineer for normal business expenses such as overtime, postage, messenger services, delivery charges, mileage within Harris County, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blueline drawings or photocopies specifically required in Section II, or other costs or expenses, except those for which reimbursement is specifically provided in the following sentence. If approved in writing by the Director prior to their being incurred, the Engineer may be reimbursed the reasonable and necessary cost of the following, to the extent they are incurred in providing services hereunder: services performed by a subcontractor pursuant to authorization for such expenses and as permitted by the County Purchasing Act, copies of reports or other documents to be delivered to the District or in accordance with instructions of the District in excess of the number specifically required by Section II, costs of travel outside of Harris County, rental costs of transportation equipment necessary to gain access to the Project site, costs of presentation materials (i.e., charts, slides, transparencies), costs of abstracting, and costs of photographic and video services.

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

The Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that District shall have available the total maximum sum of \$399,467.00 specifically allocated to fully discharge any and all liabilities that may be incurred by District pursuant to the terms of this Agreement, and that the total maximum compensation the Engineer may become entitled to hereunder and the total 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 total 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.

is hereby amended to read:

The Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that District shall have available the total maximum sum of \$474,467.00 specifically allocated to fully discharge any and all liabilities that may be incurred by District pursuant to the terms of this Agreement, and that the total maximum compensation the Engineer may become entitled to hereunder and the total 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 total 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.

SECTION XII 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 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. § 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.

Pursuant to Chapter 2252, Texas Government Code, the Engineer represents and certifies that, at the time of execution of this Agreement neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

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 Agreement and the previous Amendment shall remain in full force and effect as originally written.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL
DISTRICT


DocuSigned by:

By _____
ED17653073344AD...
Emily Kunst
Assistant County Attorney

By _____
Lina Hidalgo
County Judge

ATTEST:

IGET SERVICES LLC

DocuSigned by:

By _____
27B58599C5294FC...
Bala Venuturupalli
Name
Office Manager
Title

DocuSigned by:

By _____
DD45C1D3C1BB4D4...
Satya Pilla
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
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. 2 TO
 AGREEMENT FOR ENGINEERING SERVICES BETWEEN
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND IGET SERVICES 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. 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 May 1, 2018, the District and the Engineer entered into an Agreement for Engineering Services, to provide design, bidding, and construction phase engineering services in support of channel improvements and repair on HCFCF Unit E125-00-00 (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on February 11, 2020, to provide for additional design, bidding, and construction phase engineering services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the project; and

WHEREAS, the District requires additional construction phase engineering services as provided under Section III, Additional Services, and under Appendix B of 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 \$75,000.00, to \$474,467.00.

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. 2 to Agreement for Engineering Services by and between the Harris County Flood Control District and iGET Services LLC to provide additional construction phase engineering services in support of channel improvements and repair on Harris County Flood Control Unit E125-00-00, for a fee increase of \$75,000.00, raising the maximum fee to be paid by the District to \$474,467.00, said Amendment No. 2 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

