

**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 **Dannenbaum Engineering Corporation**, hereinafter called the "Engineer" or "Company."

WITNESSETH:

WHEREAS, the County and the Engineer entered into an agreement on September 11, 2018 for Program Management for the full interchange, eight Director Connectors, at East Sam Houston Tollway and SH 225, in support of the Ship Channel Bridge Program, in Harris County, Texas;

WHEREAS, the County and the Engineer now desire to amend the Agreement to replace the Scope of Services, increase compensation and payment to be paid by the County to the Engineer, and add Historically Underutilized Business Requirements; and

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;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1.

Section 2. of the Agreement, titled Scope of Services, is removed in its entirety and replaced with:

The services to be provided herein in regard to the Project are defined in Appendix A-1 (Scope of Services).

2.

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

- a. The Engineer shall be entitled to payment 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 **\$1,825,000.00...**

Is hereby amended to read as follows:

- a. The Engineer shall be entitled to payment 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 **\$2,405,000.00...**

3.

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

- (c) It is expressly understood and agreed that the County has available the total maximum sum of **\$1,950,000.00...**

Is hereby amended to read as follows:

- (c) It is expressly understood and agreed that the County has available the total maximum sum of **\$2,530,000.00...**

4.

Paragraph 26, titled Historically Underutilized Business Requirements is hereby added, as follows:

26. Historically Underutilized Business Requirements

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 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.

The Engineer 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 Engineer shall submit evidence of compliance to Appendix X when requested by County.

5.

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. MENEFEE
County Attorney

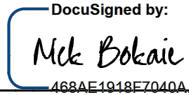
By 
0B97D5E185374E3...
MARCY LINEBARGER
Assistant County Attorney

HARRIS COUNTY

By _____
LINA HIDALGO
County Judge

Date _____

DANNENBAUM ENGINEERING CORPORATION

By 
468AE1918F7040A...
Name Nick Bokaie
Title Chief Operating Officer
Date 2/10/2023

APPENDIX A-1

SCOPE OF SERVICES

Dannenbaum Engineering Corporation

The work to be performed by Dannenbaum Engineering Corporation (Engineer) shall involve program management and engineering services related to refining and developing the final design of the Sam Houston Tollway East (SHTE) at State Highway (SH) 225 interchange.

The Program is an interchange-wide team effort led by the Engineer working as an extension of Harris County Toll Road Authority (HCTRA).

The work under this contract is detailed below.

PROGRAM MANAGEMENT SERVICES

- I. The Engineer shall be the single point of contact with the Interchange Consultants for promoting communications addressing consistency of completed products, developing and maintaining the overall Program Schedule, preparing and distributing reports, schedules and designs, on a regular basis. The Engineer shall prepare and track an overall Program Construction Cost estimate.
- II. The Engineer will continue to work with Interchange Consultants in developing updates and modifications to the Program Design and CADD Criteria, Standards and files, provide data, existing SHTE and SH225 plans, and other pertinent information, handle milestone submittal reviews, perform Quality Assurance Audits, review and approve progress reports, distribute information between Corridor Consultants, and develop and maintain a Program Document Control System.
- III. Three electronic document systems (ProjectWise, OneDrive and Box.com) will be used to provide electronic management of corridor-wide correspondence, reports, plans, technical data, communication and cost and schedule monitoring of all Interchange Team members.
 - A. The PMC will continue to maintain the project files on ProjectWise for use throughout the project.
 - B. The PMC will continue to maintain and interact with TxDOT using the OneDrive document control software as need by TxDOT and others.
 - C. The PMC will continue to maintain and interact with TxDOT using the Box.com software for comment resolution and document control as need by TxDOT and others.
- IV. The Engineer shall provide oversight in the design development of interchange-wide activities, including but not limited to:
 - Survey
 - Geotechnical Engineering to include review of Geotechnical reports
 - Environmental evaluation and reporting, including permitting
 - Utility Coordination and Subsurface Utility Engineering
 - Signing and pavement markings

- Illumination
- ITS, CTMS and Tolling
- Drainage Impact Analysis
- Drainage Design
- Utility coordination, and relocation
- Quantity Take Offs and Estimates
- Stakeholder Coordination
- Horizontal and Vertical Geometrics
- Constructability Reviews
- Agency Coordination / Permitting
- Data Collection
- Team Meetings / Workshops
- Property acquisition

V. The Engineer's overall leadership role will include interchange-wide support services, including arranging, scheduling, and leading Interchange Consultants, agencies, stakeholders, and others progress meetings; scheduling and performing milestone reviews including final Plan Specifications and Estimates (PS&E) reviews, and quality audits. Program activity schedule and Total Program Cost Estimate will be maintained over the duration of this assignment. The Engineer shall prepare exhibits and other graphics for making presentations and progress reporting to HCTRA.

- A. The PMC will coordinate with the Texas Department of Transportation (TxDOT)
- B. The PMC will have meetings with TxDOT and HCTRA to coordinate the required TxDOT review items for each submission.
- C. The PMC will conduct monthly coordination meetings with the design team members and HCTRA. Meeting minutes will be prepared and placed on ProjectWise after each meeting.
- D. The PMC will review all submittals, including but not limited to; contract plans, property acquisition plats, surveying Traffic Control Plans permit applications, environmental clearance submissions, drainage, and geotechnical reports, etc. prior to providing the information to HCTRA and all other involved parties.

VI. The Engineer will compile the completed works performed by Interchange Consultants including Construction Contract Packages.

- A. The PMC will assemble each bid package A, B, & C for each submittal 30%, 60%, 90%, 100%, and final signed and sealed to be transmitted to HCTRA and TxDOT for review and comment.
- B. The plan assembly will include addition of sheet numbers, a review of print quality, and verification that all sheets to be prepared by each team member have been submitted.
- C. A quality check will be performed for consistency of graphics format and completeness.
- D. The PMC will review all quantity calculations provided by Team members and review that all quantities are correctly shown on the plan sheets and included in the cost estimate.
- E. The PMC will prepare a unit price cost estimate based off of TxDOT's most recent average low bid unit prices for each bid package (Bid Packages A, B, & C) and each submittal.

- VII. The Engineer shall provide oversight into supplementary design surveys performed by the Interchange Consultants. The final product shall meet State of Texas Standards for Survey.

BID PHASE SERVICES

- I. Attend pre-bid and pre-construction meetings. Review addendums prepared by the Corridor Consultants prior to bid openings. Review final CADD, GeoPak, and cross section electronic files for conformance with Program Plan and provide to HCTRA.
 - A. The PMC will prepare the documents needed for Contractor bidding and award.
 - B. Compile questions from plan holders, obtain the appropriate responses to the questions from the design team.
 - C. Prepare bid and contract addenda.
 - D. Attend and assist HCTRA with the pre-bid conference.
 - E. Prepare agenda any exhibits needed for the pre-bid conference.
 - F. Review the bids received and check the bids for errors or omissions.
 - G. Tabulate the bids received and make a recommendation to award.

CONSTRUCTION PHASE ENGINEERING SERVICES

- I. If requested, attend pre-construction kick-off meeting, and assist HCTRA in conducting meeting.
- II. As requested, review shop drawings.
- III. When requested by HCTRA; provide Contract Documents interpretation; assist in responding to requests for information from contractor and suppliers; attend construction progress meetings; make construction site visits; and provide recommendations for administering construction change order requests.
- IV. Request for information, which are generated due to deficiencies in design and/or plan preparation, must be resolved and answered by the Segment Design Consultants (SDC) at his own expense. HCTRA will have the ultimate authority on what constitutes a design/plan deficiency.
 - A. The PMC will maintain the construction documentation within ProjectWise and work with HCTRA's construction manager, Resident Engineer and CEI consultants in processing shop drawing, submittals and RFIs.

SPECIAL SERVICES

- I. The Engineer shall perform special studies, as determined by HCTRA.
 - A. The PMC will continue to maintain the GeoPak database for the horizontal alignments and profiles used throughout the project. This effort includes providing this information in multiple scales for the design team members to use.
 - B. The PMC will update the 3D model of the DCs for inclusion in the combined cross-sections cut by others.

C. The PMC will provide consistent legends for each discipline as needed to maintain consistency.

D. PLAN SHEET DEVELOPMENT

The PMC will prepare the following supplemental sheets for the 30%, 60%, 90%, 100%, and final signed and sealed drawings for each bid package A, B, & C.

1. Title Sheet
2. Index of Sheets
3. Project Layout Sheets
4. General note sheets
5. Estimate and Quantity Sheets
6. Summary of Quantities Sheets
7. Horizontal Alignment Data Sheets
8. Roadway Plan and Profile Sheets (for structures – 6 DC's)
9. Retaining wall key map
10. Soil Boring Site Plan Sheets
11. Soil Boring Log Sheets (logs provided by Geotechnical Consultants)
12. Standard Drawings (All Disciplines)

E. SPECIFICATIONS

The PMC will prepare the Governing Specifications and Special Provisions list at the 90% plan submittal stage for each bid package A, B, and C.

F. BID PACKAGE REVISION

If instructed by HCTRA the PMC would combine all bid packages into one plan set, number sheets and perform a QC Review of final plan set.

G. PROJECT CLOSE-OUT AND FILE MANAGEMENT

The PMC will provide a hard drive of all the project files that were uploaded to ProjectWise during the design and construction, in the same format as originally created and in the file structure as defined in ProjectWise.

H. FILE MAINTENANCE

PMC will continue to provide file maintenance to ensure the proper scales are provided to each discipline for the Project duration

I. PROGRAM WIDE REFERENCE FILES

PMC will continue to maintain and update the program wide reference files utilized by all team members to ensure the consistency of the plans.

APPENDIX X**Disclosure of M/WBE Participation**

Name of MBE/WBE Certified Firm	GC Engineering, Inc.
Certified by:	City of Houston
Address / City / State / Zip:	2505 Park Ave., Ste.A , Pearland TX 77581
Name of Contact Person:	Chandi Rodrigo
Email address for Contact Person:	crodrigo@gc-engineering.com
Telephone number for Contact Person:	346-773-4406
Percent of Subcontract:	10%
Description of services:	Civil Engineering Services/Construction Management/ Project Management
6-digit NAICS code for work to be performed:	541330/236220

Name of MBE/WBE Certified Firm	WCEG, LLC
Certified by:	City of Houston
Address / City / State / Zip:	PO Box 3144, Humble, TX 77347
Name of Contact Person:	Dave Wright III, P.E.
Email address for Contact Person:	dwright@wceglc.com
Telephone number for Contact Person:	832-524-5435
Percent of Subcontract:	10%
Description of services:	CMTS design
6-digit NAICS code for work to be performed:	541330

ORDER OF COMMISSIONERS COURT**Authorizing a First Amendment to Agreement with Dannenbaum Engineering Corporation**

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
DANNENBAUM ENGINEERING CORPORATION TO REPLACE THE
SCOPE OF SERVICES, INCREASE COMPENSATION AND PAYMENT TO BE
PAID BY THE COUNTY TO THE ENGINEER, AND ADD HISTORICALLY
UNDERUTILIZED BUSINESS REQUIREMENTS FOR PROGRAM MANAGEMENT
FOR THE FULL INTERCHANGE, EIGHT DIRECTOR CONNECTORS, AT EAST SAM HOUSTON
TOLLWAY AND SH 225, IN SUPPORT OF THE SHIP CHANNEL BRIDGE PROGRAM**

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. 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 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 in an amount not to exceed \$2,800,000.00 with Dannenbaum Engineering Corporation to replace the Scope of Services, increase compensation and payment to be paid by the County to the Engineer, and add Historically Underutilized Business Requirements for Program Management for the full interchange, eight Director Connectors, at East Sam Houston Tollway and SH 225, in support of the Ship Channel Bridge Program. 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 **\$580,000.00** to compensate the Engineer.