

**FIRST AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

The 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 **EPIC Transportation Group, LP**, hereinafter called the "Engineer" or "Company".

WITNESSETH:

WHEREAS, the County and Engineer entered into an agreement on September 27, 2022 to provide engineering design services for Traffic Modeling and Engineering services to provide corridor travel demand and system analysis for the Hardy Toll Road Segment #9 - (Precincts 1, 2, & 3), in Harris County, Texas, hereinafter called the "Project";

WHEREAS, the County and Engineer now desire to expand the Scope of Services to provide professional program engineering services to support the Project;

WHEREAS, County and Engineer now desire to amend the Agreement to increase Compensation and Payment to be paid by County to the Engineer due to the expansion of the Scope of Services;

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:

I.

That part of Section 2 of the Agreement, Scope of Services, which currently reads as follows:

The services to be provided herein with regards to the Project are defined in Appendices A ("Scope of Services").

Is hereby amended to read as follow:

The services to be provided herein with regards to the Project are defined in Appendix A (“Scope of Services”) as originally written and approved and in Appendix A-1 (“Scope of Services”), which is attached to the First Amendment to this Agreement, all of which are incorporated herein by reference as if copied verbatim.

II.

Section 3 of the Agreement, Compensation and Payment, which currently reads as follows:

- a. 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 **\$900,000.00** and the Engineer shall not be obligated to perform further services hereunder once such sum has been earned, except to the extent that HCTRA has given prior written authorization to perform additional services and receive compensation therefore from funds in excess of such figure and within the maximum sum available under 3.c.
 1. The Engineer shall be entitled to payments based upon hourly billing for defined services and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, provided that such additional services will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when HCTRA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.0 multiplier on raw salary rates.
 2. Where subcontractors are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for subcontractors' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the

Subcontractor for non-salary costs incurred by subcontractors will be on the same basis as if the costs were incurred by the Engineer. The Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts. Total contract amounts shall include subcontractor fees.

- b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to County employees established by the Harris County Auditor. HCTRA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.
- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$1,000,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

Is hereby amended to read as follows:

- a. The Engineer shall be entitled to be paid on hourly rates for services necessary to perform the tasks delineated in Appendix A-1. The County shall not be obligated to pay in excess of **\$1,047,000.00** for services to described in Appendix A-1.

(1) All hourly billing for the services defined in Appendix A-1, including revisions of work satisfactorily performed changes and any additional services not included in the original Appendix A Scope of Services under this Agreement, will be performed only when approved in advance and

authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B-1. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B-1, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when HCTRA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a multiplier on raw salary rates of 3.0.

(2) Where subcontractors are employed by the Engineer to perform services specified in Appendix A-1, the Engineer will be reimbursed for subcontractors' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractors will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include subcontractor fees.

- b. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendix A-1 have been performed.
- c. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to County employees established by the Harris County Auditor. HCTRA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

- d. It is expressly understood and agreed that the County has available the total maximum sum of **\$1,147,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations, nor shall the Engineer be required to perform further Services hereunder.

III.

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

[SIGNATURE PAGE FOLLOWS]

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

HARRIS COUNTY

By: DocuSigned by:
Marcy Linebarger
089703E185374E3...

MARCY LINEBARGER
Senior Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

Date: _____

EPIC TRANSPORTATION GROUP, LP

By: DocuSigned by:
Harish Narayanappa
723ABE465DAD491...

Name: Harish Narayanappa
Title: President
Date: 10/24/2023

ORDER OF COMMISSIONERS COURT

Authorizing First Amendment to Agreement with EPIC TRANSPORTATION GROUP, LP.

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 FIRST AMENDMENT TO AGREEMENT

WITH EPIC TRANSPORTATION GROUP, LP. TO EXPAND THE SCOPE OF SERVICES AND TO INCREASE COMPENSATION AND PAYMENT TO BE PAID BY COUNTY TO THE ENGINEER DUE TO THE EXPANSION OF THE SCOPE OF SERVICES TO SUPPORT TRAFFIC MODELING AND ENGINEERING SERVICES TO PROVIDE CORRIDOR TRAVEL DEMAND AND SYSTEM ANALYSIS FOR THE HARDY TOLL ROAD SEGMENT #9 - (PRECINCTS 1, 2, & 3).

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 **\$1,147,000.00** with EPIC Transportation Group, LP. to expand the Scope of Services and to increase Compensation and Payment to be paid by County to the Engineer due to the expansion of the Scope of Services to for Traffic Modeling and Engineering services to provide corridor travel demand and system analysis for the Hardy Toll Road Segment #9 - (Precincts 1, 2, & 3). This 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 **\$147,000.00** to compensate the Engineer.