

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(ON-CALL ENGINEERING AND PROGRAM MANAGEMENT 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 **Atkins Realis USA Inc.** (formerly Atkins North America, Inc.), hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, on or about March 30, 2021, the District and the Engineer entered into an Agreement for Professional Services to provide engineering and program management services for the development of a comprehensive asset management program to manage the Flood Control District's flood protection infrastructure portfolio and associated County drainage features (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on November 15, 2022, to provide for additional engineering and program management services to be performed by the Engineer and additional compensation to be paid to Engineer in connection with the projects; and

WHEREAS, the District requires additional engineering and program management services as provided under Article 1, Character and Extent of Services; and

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

WHEREAS, the District and the Engineer desire to add additional rate classifications and increase the existing rate classifications under Article 3, The Engineer's Compensation; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$2,130,977.00, to \$3,874,665.00.

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

ARTICLE 3 of the Agreement, entitled, "The Engineer's Compensation," as amended and now reading:

Within thirty days after execution of this Agreement, the District issued an initial purchase order to the Engineer in the amount of \$200,000.00 to perform services assigned during the term of this Agreement in accordance with the terms hereof. Subject to the Limit of Appropriation under Article 7, the District agrees to pay the Engineer according to the following rates:

Position	Maximum Hourly Rate
Principal	\$300.00
Project Director	\$285.00
Senior Project Manager	\$275.00
Project Manager.....	\$250.00
Associate Project Manager	\$200.00
Senior Engineer IV	\$250.00
Senior Engineer III	\$215.00
Senior Engineer II	\$170.00
Senior Engineer I	\$145.00
Engineer III.....	\$130.00
Engineer II	\$125.00
Engineer I.....	\$110.00
Technical Lead.....	\$315.00
Sr. Software Developer III	\$220.00
Sr. Software Developer II	\$185.00
Sr. Software Developer I	\$150.00
Software Developer II.....	\$130.00
Software Developer I.....	\$110.00
Project Controls Manager	\$250.00
Sr Estimator/Scheduler III	\$215.00
Sr Estimator/Scheduler II	\$190.00
Sr Estimator/Scheduler I	\$175.00
Estimator/Scheduler II.....	\$150.00
Estimator/Scheduler I	\$130.00
CAD Manager	\$175.00
CAD Designer II	\$135.00
CAD Designer I	\$100.00
CAD Technician III	\$110.00
CAD Technician II	\$ 85.00
GIS Manager.....	\$190.00
Senior GIS Analyst III.....	\$160.00
Senior GIS Analyst II.....	\$130.00
Senior GIS Analyst I.....	\$100.00
GIS Analyst II	\$ 90.00
GIS Analyst I	\$ 75.00
Sr Drone Operator.....	\$160.00
Drone Operator II	\$100.00
Drone Operator I	\$ 90.00
Sr Field Data Collector.....	\$110.00
Field Data Collector II.....	\$ 95.00
Field Data Collector I.....	\$ 75.00
Sr Geomaticist.....	\$160.00

<u>Position</u>	<u>Maximum Hourly Rate</u>
Sr Survey Field Data Specialist II	\$ 90.00
Sr Survey Field Data Specialist I	\$ 75.00
Geomaticist II	\$105.00
Geomaticist I	\$ 65.00
Sciences Manager	\$215.00
Senior Scientist III	\$180.00
Senior Scientist II	\$150.00
Senior Scientist I	\$125.00
Scientist III	\$110.00
Scientist II	\$100.00
Scientist I	\$ 80.00
Senior Administrative Support	\$100.00
Administrative Support	\$ 95.00
Clerical Support	\$ 70.00
Word Processor	\$ 90.00

Increased rates shall only be effective for services authorized after sums previously encumbered have been exhausted.

Further, it is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay normal business costs or expenses. Non-reimbursable costs and expenses include, without limitation, overtime, postage, messenger services, delivery charges, mileage within Harris County, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blueprint drawings or photocopies; however, the following costs and expenses may be reimbursed, to the extent such costs and expenses are previously approved in writing by the Director.

<u>Description</u>	<u>Basis of Compensation</u>
A. Authorized subcontracts and payment of required fees as necessary for the completion of required Professional Services and related services as requested under Article 1.	Actual Reasonable Cost.
B. Authorized printing and reproduction in addition to normal photocopying and working drawings.	Actual Reasonable Cost.
C. Extra travel required by the Engineer and authorized by the District to points outside Harris County, including travel, meals, and lodging.	Actual Reasonable Cost.
D. Special equipment and supplies as authorized by the District.	Actual Reasonable Cost.
E. Rental costs for equipment to gain access to project sites.	Actual Reasonable Cost
F. Costs of presentation materials.	Actual Reasonable Cost

It is expressly understood and agreed that the Engineer shall not furnish any of the above services without the prior written authorization of the Director. The District shall have no obligation to pay for such services which have been performed without the prior written authorization of the Director as hereinabove provided.

At the option of the Director, the Director may also issue work authorization(s) for performance of specified professional services to be compensated on a lump sum basis upon acceptance by the Engineer. If a work authorization specifies payment on a lump sum basis for certain services, the hourly rates set out above shall not apply. In addition, where work performed pursuant to a work authorization is to be compensated on a lump sum basis, the budget for same shall not be increased pursuant to Article 1 or Article 3 of this Agreement, except to the extent that additional services are assigned to be performed by the Engineer by further written authorization from the Director.

is hereby amended to read:

Within thirty days after execution of this Agreement, the District issued an initial purchase order to the Engineer in the amount of \$200,000.00 to perform services assigned during the term of this Agreement in accordance with the terms hereof. Subject to the Limit of Appropriation under Article 7, the District agrees to pay the Engineer according to the following rates:

<u>Position</u>	<u>Maximum Hourly Rate</u>
Principal	\$300.00
Project Director	\$285.00
Senior Project Manager	\$285.00
Project Manager.....	\$250.00
Associate Project Manager	\$200.00
Technical Advisor.....	\$300.00
Asset Management SME	\$275.00
Asset Management Analyst III	\$210.00
Asset Management Analyst II	\$160.00
Asset Management Analyst I	\$110.00
Senior Engineer IV	\$260.00
Senior Engineer III	\$225.00
Senior Engineer II	\$180.00
Senior Engineer I	\$155.00
Engineer III.....	\$155.00
Engineer II.....	\$140.00
Engineer I.....	\$120.00
Technical Lead.....	\$315.00
Sr. Software Developer III	\$230.00
Sr. Software Developer II	\$195.00
Sr. Software Developer I	\$155.00
Software Developer II.....	\$135.00
Software Developer I.....	\$115.00
Project Controls Manager	\$265.00
Sr Estimator/Scheduler III	\$220.00
Sr Estimator/Scheduler II	\$190.00
Sr Estimator/Scheduler I	\$175.00
Estimator/Scheduler II	\$150.00
Estimator/Scheduler I	\$130.00
CAD Manager	\$175.00

<u>Position</u>	<u>Maximum Hourly Rate</u>
CAD Designer II	\$135.00
CAD Designer I	\$100.00
CAD Technician III	\$110.00
CAD Technician II	\$ 95.00
GIS Manager	\$215.00
Senior GIS Analyst III	\$175.00
Senior GIS Analyst II	\$150.00
Senior GIS Analyst I	\$110.00
GIS Analyst II	\$ 95.00
GIS Analyst I	\$ 75.00
Sr Drone Operator	\$160.00
Drone Operator II	\$100.00
Drone Operator I	\$ 90.00
Sr Field Data Collector	\$110.00
Field Data Collector II	\$ 95.00
Field Data Collector I	\$ 75.00
Sr Geomaticist	\$160.00
Sr Survey Field Data Specialist II	\$ 90.00
Sr Survey Field Data Specialist I	\$ 75.00
Geomaticist II	\$105.00
Geomaticist I	\$ 65.00
Sciences Manager	\$225.00
Senior Scientist III	\$190.00
Senior Scientist II	\$155.00
Senior Scientist I	\$130.00
Scientist III	\$115.00
Scientist II	\$105.00
Scientist I	\$ 85.00
Senior Administrative Support	\$100.00
Administrative Support	\$ 95.00
Clerical Support	\$ 70.00
Word Processor	\$ 95.00

Increased rates shall only be effective for services authorized after sums previously encumbered have been exhausted.

Further, it is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay normal business costs or expenses. Non-reimbursable costs and expenses include, without limitation, 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; however, the following costs and expenses may be reimbursed, to the extent such costs and expenses are previously approved in writing by the Director.

<u>Description</u>	<u>Basis of Compensation</u>
A. Authorized subcontracts and payment of required fees as necessary for the completion of required Professional Services and related services as requested under Article 1.	Actual Reasonable Cost.

- | | | |
|----|---|-------------------------|
| B. | Authorized printing and reproduction in addition to normal photocopying and working drawings. | Actual Reasonable Cost. |
| C. | Extra travel required by the Engineer and authorized by the District to points outside Harris County, including travel, meals, and lodging. | Actual Reasonable Cost. |
| D. | Special equipment and supplies as authorized by the District. | Actual Reasonable Cost. |
| E. | Rental costs for equipment to gain access to project sites. | Actual Reasonable Cost |
| F. | Costs of presentation materials. | Actual Reasonable Cost |

It is expressly understood and agreed that the Engineer shall not furnish any of the above services without the prior written authorization of the Director. The District shall have no obligation to pay for such services which have been performed without the prior written authorization of the Director as hereinabove provided.

At the option of the Director, the Director may also issue work authorization(s) for performance of specified professional services to be compensated on a lump sum basis upon acceptance by the Engineer. If a work authorization specifies payment on a lump sum basis for certain services, the hourly rates set out above shall not apply. In addition, where work performed pursuant to a work authorization is to be compensated on a lump sum basis, the budget for same shall not be increased pursuant to Article 1 or Article 3 of this Agreement, except to the extent that additional services are assigned to be performed by the Engineer by further written authorization from the Director.

ARTICLE 7 of the Agreement, entitled, "Limit of Appropriation," as amended and 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 had available the maximum sum of \$200,000.00 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 Article 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 Article 1. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$1,743,688.00.

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 had available the maximum sum of \$200,000.00 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 Article 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 Article 1. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$3,874,665.00.

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.

ARTICLE 9 of the Agreement, entitled, "Compliance and Standards," as amended and now 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. § 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.

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.

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Engineer warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Engineer does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

The Engineer certifies that it will not enter into a contract with any subcontractor that is listed on the federal government's terrorism watch list as described in Executive Order 13224.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2276.002, 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.

The Engineer warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County (the "County"), including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date

certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

The Engineer shall immediately report to County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

Article 22, entitled "Contract Construction," is added to the Agreement, reading:

This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

When terms are used in the singular or plural, the meaning shall apply to both. When either the male or female gender is used, the meaning shall apply to both.

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

By  _____
Emily Kunst
Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By _____
Lina Hidalgo
County Judge

ATTEST:

 _____
5998913E82AC46A...

Attest

Name

Technical Manager

Title

ATKINSREALIS USA INC.

 _____
5998913E82AC46A...

Brett Lee Sachtleben

Name

Division Manager

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 all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE HARRIS COUNTY FLOOD CONTROL DISTRICT
AND ATKINSREALIS USA 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 March 30, 2021, the District and the Engineer entered into an Agreement for Professional Services to provide engineering and program management services for the development of a comprehensive asset management program to manage the Flood Control District's flood protection infrastructure portfolio and associated County drainage features (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on November 15, 2022, to provide for additional engineering and program management services to be performed by the Engineer and additional compensation to be paid to Engineer in connection with the projects; and

WHEREAS, the District requires additional engineering and program management services as provided under Article 1, Character and Extent of Services; and

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

WHEREAS, the District and the Engineer desire to add additional rate classifications and increase the existing rate classifications under Article 3, The Engineer's Compensation; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$2,130,977.00, to \$3,874,665.00.

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, Second Amendment to Agreement for Professional Services by and between the Harris County Flood Control District and AtkinsRealis USA Inc. (formerly Atkins North America, Inc.), to provide additional engineering and program management services, for a fee increase of \$2,130,977.00, raising the maximum fee to be paid by the District to \$3,874,665.00, said Amendment No. 2 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.
- Section 4: All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

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