

**AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES**

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF HARRIS §**

THIS AMENDMENT 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 **Lockwood, Andrews & Newnam, Inc.**, a Texas corporation, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, the District and Engineer previously entered into an Agreement for Engineering Services ("the Agreement"), dated October 29, 2019, on Purchase Order No. P329854, to provide preliminary, design and bidding phase engineering services in support of construction of the Lauder Stormwater Detention Basin Phase II, Harris County Flood Control Unit P500-06-00; and

WHEREAS, the District now desires to expand the Scope of Additional Services to include construction phase engineering services as provided under Section III, Additional Services, and under Appendix B to the Agreement; and

WHEREAS, in this Amendment to Agreement, the District and the Engineer desire to supplement Appendix B, General Scope of Additional Services to add Appendix B (Supplemental), General Scope of Additional Services, and to provide for additional engineering services to be performed by the Engineer; 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 \$150,000.00, to \$1,545,000.00.

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," 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 \$739,818.00, 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.A. Preliminary Engineering Report	\$300,033.00
A.2.A 50% Submittal	\$219,893.00
A.2.B Bid Ready Submittal	\$131,935.00
A.2.C Final Plans Submittal	<u>\$ 87,957.00</u>
	\$739,818.00

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	\$275.00
Team Leader	\$260.00
Senior Project Manager	\$270.00
Project Manager	\$210.00
Senior Engineer III, P.E.	\$195.00
Senior Engineer II, P.E.	\$180.00
Senior Engineer I, P.E.	\$160.00
Engineer V	\$145.00
Engineer IV	\$132.00
Engineer III	\$121.00
Engineer II	\$111.00
Engineer I	\$100.00
Senior GIS Analyst II	\$160.00
Senior GIS Analyst I	\$105.00
GIS Analyst II	\$ 95.00
GIS Analyst I	\$ 85.00
Senior Construction Manager	\$180.00
Construction Manager	\$150.00
Inspector III	\$115.00
Inspector II	\$ 95.00
Inspector I	\$ 90.00
Designer IV	\$135.00
Designer III	\$125.00
Designer II	\$110.00
Designer I	\$105.00
Technician/CAD Operator II	\$100.00
Technician/CAD Operator I	\$ 95.00
Senior Ecologist	\$120.00
Ecologist	\$100.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 90.00
Clerical Support	\$ 85.00
Data Entry	\$ 75.00

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 \$655,182.00 for performing Additional Services hereunder. Nor shall the Engineer be required to perform Additional Services hereunder after becoming entitled to compensation and reimbursement of \$655,182.00 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.

The Engineer shall, at no additional charge, maintain a record of each purchase order received under the Agreement and shall provide a status report to the Director upon receipt of each purchase order. The status report shall consist of a spreadsheet, that clearly indicates the project names, Purchase Order numbers and amounts, the not to exceed limit defined in Section IX (Limit of Appropriation), and the balance remaining that may be certified as available for additional purchase orders under this Agreement. Within thirty (30) days after execution of this Agreement, the District shall have issued an initial Purchase Order to the Engineer in the amount of \$904,413.00 to perform services assigned during the term of this Agreement in accordance with the terms hereof.

**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 \$739,818.00, 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:

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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 \$805,182.00 for performing Additional Services hereunder. Nor shall the Engineer be required to perform Additional Services hereunder after becoming entitled to compensation and reimbursement of \$805,182.00 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.

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#### **SECTION IX of the Agreement, entitled, "Limit of Appropriation," 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 \$904,413.00 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 II. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$1,395,000.00.

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 initial sum of \$904,413.00 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 II. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$1,545,000.00.

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.

**Appendix B to the Agreement entitled "General Scope of Additional Services," is hereby supplemented by the addition of the attached Appendix B (Supplemental), "General Scope of Additional Services," which is made a part thereof by reference for all purposes.**

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

EXECUTED on \_\_\_\_\_.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

DocuSigned by:  
  
D9FE318CE1BA4BE...  
By \_\_\_\_\_  
Laura Fiorentino Cahill  
Senior Assistant County Attorney

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

ATTEST:

A blue DocuSign signature box containing the handwritten initials "YCS" and a small "DS" icon in the top right corner.

\_\_\_\_\_  
Yu-Chun Su

\_\_\_\_\_  
Name

\_\_\_\_\_  
EWRE Technical Director

\_\_\_\_\_  
Title

LOCKWOOD, ANDREWS & NEWNAM, INC.

A blue DocuSign signature box containing a handwritten signature and the text "DocuSigned by:" above it and "ED1741CB02FD46C..." below it.

\_\_\_\_\_  
Matthew J Manges

\_\_\_\_\_  
Name

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

APPENDIX B  
(SUPPLEMENTAL)  
GENERAL SCOPE OF ADDITIONAL SERVICES

The Engineer shall render the following Additional Services in connection with the Project when authorized in writing by the Director:

11. CONSTRUCTION PHASE

- A. Assign a professional engineer licensed in the State of Texas to manage the Project and to attend meetings of any official nature concerning the Project, unless otherwise set forth in the Scope of Work or approved in writing by the District. All submittal approvals and Request For Information (RFI) responses must include the signature of either the Engineer of Record or their equally qualified designee also licensed as a professional engineer in the State of Texas. The format for the approval block on submittals and RFIs will be provided by the District.
- 1) Schedule and attend a pre-construction prep meeting to discuss with the District Construction Project Manager the roles and requirements during construction.
  - 2) Attend the pre-construction conference scheduled and conducted by the District.
  - 3) Prepare for, schedule and conduct monthly construction progress meetings at the project site with the District and the Contractor in attendance. Meetings shall be scheduled a minimum one (1) week prior to the contractor's scheduled application for payment. Items to be updated and discussed include:
    - a. Meeting Agenda
    - b. Update to Submittal and RFI Logs
    - c. Receive a revised construction schedule from the contractor, review the schedule and provide comments to District Construction Project Manager. Schedules shall be tracked in the Submittal Log.
    - d. Work progress accomplished in previous month
    - e. Issues encountered at the construction site
    - f. Planned activities for next month
    - g. Progress meeting notes shall be prepared, distributed for comments, finalized after incorporating comments and provided to the attendees at the next meeting.
  - 4) Make periodic visits to the Project site at appropriate intervals (not less than monthly) as construction proceeds to observe and provide a written construction site observation report in a format provided by the District. Personal Protective Equipment (PPE) requirements at the project site shall be followed, and all visitors must check in with the District Inspector immediately upon accessing the site. Submit the construction site observation report to the District Construction Project Manager, with copy to the District Design Project Manager. Describe the progress and the quality of the executed work. Monthly visits shall be combined with the monthly construction progress meetings.
    - a. When making a site visit, Engineer shall check in with the District's Inspector at the site so it can be noted in the Daily Work Report. If the inspector is not present, Engineer shall notify the District Construction Project Manager of being on-site.
  - 5) Immediately notify the District Inspector and the District Construction Project Manager of any unsafe conditions or major work deficiencies observed during the site visits. Document such notifications on the construction site observation report.
  - 6) Submittals: Engineer will receive, immediately log, and review shop drawings, samples, and other submissions furnished by the Contractor that are submitted to the



- Engineer. Engineer will determine if the shop drawings, samples, and other submissions conform to the requirements of the Contract Documents. Engineer will maintain a log of all contractor submittals (the Submittal Log) which shall include the submittal date, the relevant pay item(s) and specification(s), the product identification, the action taken, and the date returned.
- a. Engineer will review and respond to the contractor within three (3) business days with copy to the District Construction Manager unless the submittal is for the approval of a disposal site.
  - b. If a submittal from a contractor is for approval of a disposal site for excavated material, the Engineer will forward the submittal to the District's Environmental Regulatory Compliance Department with copy to the District Construction Project Manager and will not issue approval or disapproval of the site without written notification from the District's Environmental Regulatory Compliance Department.
  - c. All responses to include the latest updated version of the Submittal Log.
- 7) Requests for Information (RFI's): Engineer shall receive, immediately log, and review RFI's from the contractor and prepare a response. Provide all responses within three (3) business days of a logged request. Maintain a current log of all RFI's received (the RFI Log), action taken, and the date returned. Responses shall clearly provide design clarification and recommendations to assist the District in resolving field problems relating to construction.
- a. If the response does not impact the contract time and/or result in a change in cost, the Engineer shall provide responses directly to the Contractor within three (3) business days of a logged request and copy the District Construction Project Manager with the response.
  - b. If the response does impact the contract time and/or result in a change in cost, the Engineer shall provide a draft response to the District Construction Project Manager (with copy to the District Design Project Manager). Engineer shall coordinate with the District Construction Project Manager and then provide response directly to the Contractor within three (3) business days of a logged request and copy the District Construction Project Manager and the District Design Project Manager.
  - c. All responses to include the latest updated version of the RFI Log.
- 8) When required as a result of field conditions, an RFI, or other reasons, Engineer shall update and modify construction documents as needed during construction of the project. All revisions to the construction plans must be submitted within five (5) business days to the District Construction Project Manager for review and shall include appropriate QA/QC documentation. Engineer will include an opinion of whether any additional costs or time or changes to the contract are potentially warranted. Upon approval by the District Construction Project Manager, the Engineer shall issue the revised plan(s) to all planholders.
- a. The Engineer shall maintain a formal list of planholders and track all plan revisions on the list.
  - b. The Engineer should also submit the change in quantities (extensions, additions and deletions) with all revisions.
- 9) Evaluate contractor change and cost proposals, including changes by RFI's, by preparing an estimate of the extended pay item quantities and the new pay items required. Document sources used to determine the costs for new work.—Recommend to the District Construction Project Manager to either approve or disapprove the contractor's proposal and justify the recommendation by providing all backup used in the evaluation of the cost proposal.

- 10) Schedule and conduct at the appropriate time a 90% construction site walkthrough. Scheduling shall be coordinated through the District Design Project Manager and include invitations to appropriate District staff that will be responsible for maintenance and further efforts at the site after construction is complete. PPE requirements at the project site shall be followed and all visitors must check in with the District Inspector immediately upon accessing the site. Prepare a site observation report to document all comments received by the attendees. This site visit shall be scheduled coincident to a monthly construction progress meeting.
- 11) Schedule and conduct the Substantial Completion inspection (a definition of Substantially Complete is provided in the Project Manual General Conditions or as provided in Special Provisions). Engineer shall prepare a list of items remaining to be completed or corrected by the Contractor (the Punch List), and provide the list to the contractor with copy to the District Construction Project Manager and Inspector within one (1) business day after the date of the inspection. When the Project is found by the Engineer to be Substantially Complete, the Engineer will provide a written recommendation to the District Construction Project Manager stating such.
- 12) Schedule and conduct the Final Inspection to verify all Punch List items have been corrected by the Contractor. Provide written notification to the District Construction Project Manager stating whether or not all Punch List items have been completed.
- 13) Engineer shall prepare a determination of final quantity of material excavated in comparison with the pre-construction conditions and submit to the District Construction Project Manager. This determination will be made using either survey conducted by the Engineer if currently authorized to do so, or with survey provided by others (usually the Contractor) and provide written comments to the District Construction Project Manager of any concerns or discrepancies. Final approved quantities should be logged on the submittal log.
- 14) Engineer shall review and sign off on final pay estimate within two (2) business days.
- 15) Prepare, seal and submit the Record Drawings to the District Design Project Manager. The Record Drawings shall become the property of the District and shall show significant changes made in the Work by the Contractor during the construction of the Project. Record Drawings shall be prepared on the original "Issued for Construction" drawings in the format specified by the District at the time of execution. The Engineer shall prepare the Record Documents based solely upon the annotated "as-built" drawings, addenda, revisions issued by the Engineer, and change orders. Engineer shall also include any other data furnished by the District or the Contractor which the Engineer feels is substantial.

**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
R. Jack Cagle	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 AN AMENDMENT TO  
 AGREEMENT FOR ENGINEERING SERVICES  
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT  
 AND LOCKWOOD, ANDREWS AND NEWNAM, 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. R. Jack Cagle	<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, the District and Engineer previously entered into an Agreement for Engineering Services ("the Agreement"), dated October 29, 2019, on Purchase Order No. P329854, to provide preliminary, design and bidding phase engineering services in support of construction of the Lauder Stormwater Detention Basin Phase II, Harris County Flood Control Unit P500-06-00; and

WHEREAS, the District now desires to expand the Scope of Additional Services to include construction phase engineering services as provided under Section III, Additional Services, and under Appendix B to the Agreement; and

WHEREAS, in this Amendment to Agreement, the District and the Engineer desire to supplement Appendix B, General Scope of Additional Services to add Appendix B (Supplemental), General Scope of Additional Services, and to provide for additional engineering services to be performed by the Engineer; 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 \$150,000.00, to \$1,545,000.00.

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, an Amendment to Agreement for Engineering Services by and between the Harris County Flood Control District and Lockwood, Andrews & Newnam, Inc. for additional engineering services in support of construction of the Lauder Stormwater Detention Basin Phase II, for a fee increase of \$150,000.00, raising the maximum fee to be paid by the District to \$1,545,000.00, said Amendment to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.