



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

May 26, 2021

Commissioners Court
Harris County, Texas

RE: Job No. 190198

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description: Professional Engineering Services for the Design of Channel Conveyance Improvements and Stormwater Detention Basins Projects for the Harris County Flood Control District

Vendor(s): BGE, Inc.

Amount: \$1,000,000 previously approved funds for the term 11/12/2020 - 11/11/2021
1,000,000 additional funds for the term 11/12/2020 - 11/11/2021
\$2,000,000

Reviewed By: • Harris County Purchasing • Flood Control District

The Amendment increases funding for various design and improvement projects. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf
Purchasing Agent

MM
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 08, 2021

AMENDMENT TO AGREEMENT FOR PROFESSIONAL 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 **BGE, INC.**, a Texas corporation, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, the District and Engineer previously entered into an Agreement for On-Call Engineering Services ("the Agreement"), dated November 12, 2019, to provide professional engineering services for the design of channel conveyance improvements and stormwater detention basin projects for the District

WHEREAS, the District requires additional engineering services as provided under Article I and Article II 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 \$1,000,000.00, to \$2,000,000.00.

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

Section 2.1 of ARTICLE 2 of the Agreement is hereby amended to read:

2.1 Payment for Services Rendered. District shall compensate Contractor for Services performed pursuant to this Agreement in accordance with the schedule attached hereto as Exhibit "C" and by this reference incorporated herein. In no event shall the total amount paid for Services rendered by Contractor under this Agreement exceed the sum of \$2,000,000.00 without a written amendment, or a Change Order, as defined above.

Subsection (a) of Section 2.2 of ARTICLE 2 of the Agreement, entitled, Limit of Appropriation, is hereby amended to read:

- (a) The amount of purchases under this Agreement will depend on the needs and requirements of the District. For on-call agreements, additional funds are expected to be appropriated, encumbered, and certified on an as-needed basis up to the amount specified in this section. Therefore, the County Purchasing Agent and the District are authorized to encumber and request certification of additional funds by the County Auditor up to a maximum amount of TWO MILLION AND NO/DOLLARS (\$2,000,000.00) ("Additional Funds") to pay and discharge liabilities that the District may incur under this Agreement without amending or supplementing this Agreement, and such encumbrance and certification may be documented on a purchase order or on a form approved by the County Auditor. Contractor should notify the District when Contractor has earned or received 90% of the available funds most recently certified by the County Auditor.

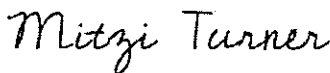
All other terms and provisions of the original Agreement shall remain in full force and effect as originally written.

EXECUTED on May 17, 2021

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL
DISTRICT


By _____
Mitzi Turner
Assistant County Attorney


By _____
Lina Hidalgo
County Judge

ATTEST:

BGE, INC.

Name

Title



Todd Calvin, PE
Name

Managing Director, Public Works
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
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 BGE, 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 On-Call Engineering Services ("the Agreement"), to provide professional engineering services for the design of channel conveyance improvements and stormwater detention basin projects for the District

WHEREAS, the District requires additional engineering services as provided under Article I and Article II 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 \$1,000,000.00, to \$2,000,000.00.

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 BGE, INC., for additional professional engineering services in support of design of channel conveyance improvements and stormwater detention basin projects for a fee increase of \$1,000,000.00, raising the maximum fee to be paid by the District to \$2,000,000.00, said Amendment to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.