

**AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES
(On-Call Engineering 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 **infraTECH Engineers & Innovators, LLC** a Texas limited liability company, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, on or about August 1, 2017, the District and the Engineer entered into an Agreement for Professional Services, under Purchase Order No. P286232, engineering and related services as may be needed to inspect, evaluate, and repair check valves and other services for the District's mechanical/electrical program (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on October 9, 2018, to provide for additional engineering and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the projects; and

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

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

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$200,000.00, to \$600,000.00.

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

ARTICLE 7 of the Agreement, entitled, "Limit of Appropriation," 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 has available the maximum sum of \$100.00 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 \$400,000.00.

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 maximum sum of \$100.00 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 \$600,000.00.

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.

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

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:

By _____
Mitzi Turner
Assistant County Attorney

By _____
Lina Hidalgo
County Judge

ATTEST:

INFRATECH ENGINEERS &
INNOVATORS, LLC

DocuSigned by:

7BAAB39CD9834AB...

DocuSigned by:

5916FDDF153A489...

Syed Haq

Anwar Zahid

Name

Name

Vice President

President & CEO

Title

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 AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND INFRATECH ENGINEERS & INNOVATORS, LLC

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, on or about August 1, 2017, the District and the Engineer entered into an Agreement for Professional Services, under Purchase Order No. P286232, engineering and related services as may be needed to inspect, evaluate, and repair check valves and other services for the District's mechanical/electrical program (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on October 9, 2018, to provide for additional engineering and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the projects; and

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

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

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$200,000.00, to \$600,000.00.

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, Amendment No. 2 to Agreement for Professional Services by and between the Harris County Flood Control District and infraTECH Engineers & Innovators, LLC as may be needed to inspect, evaluate, and repair check valves and other services for the District's mechanical/electrical program, for a fee increase of \$200,000.00, raising the maximum fee to be paid by the District to \$600,000.00, said Amendment No. 2 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.