

AGREEMENT FOR ENGINEERING SERVICES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS 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" or "HCFCD," and **Ward, Getz & Associates, PLLC**, a Texas limited liability company, hereinafter called "Engineer."

WITNESSETH, that

WHEREAS, the District desires to evaluate parcels that may be suitable for stormwater detention basins in the White Oak Bayou Watershed, HCFCD Unit E100-00-00, hereinafter called the "Project"; and

WHEREAS, the District desires that the Engineer provide Engineering Services for the Project; and

WHEREAS, the Engineer represents that it is capable and qualified to perform the various services that may be required.

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

SECTION I**CHARACTER AND EXTENT OF SERVICES**

From time to time during the course of this Agreement, the Executive Director of the District or his designee (the "Director") may deliver to the Engineer written authorization in accordance with this Section for the performance of certain engineering services with regard to the Project, which services the Engineer shall then perform in accordance with this Agreement. The Director may authorize the Engineer to provide all or any of the engineering services in connection with the study phase of the Project that are listed in Appendix A.

The District shall have no obligation to pay for any services hereunder that have been rendered without the prior written authorization for such services by the Director. The written authorization shall specify the services to be performed, a budget amount for such services, and a required completion date for such services. During the course of any services authorized hereunder, the Engineer shall provide the District with progress reports at such times and in such manner as may be requested by the Director. If it should become evident that the Engineer will not be able to complete any service hereunder by the previously set completion date or within the previously set budget for same, the Engineer shall notify the Director as soon as possible.

SECTION II

TIME OF PERFORMANCE

Upon receipt of a written authorization to perform certain services hereunder, the Engineer shall proceed diligently to complete each service within the limits of time therein specified. The District shall have no obligation to pay for a service performed after the required completion date for same as set forth in its authorization, except to the extent the date for required completion is extended and continuation of such service is approved by further written authorization from the Director.

SECTION III

THE ENGINEER'S COMPENSATION

For and in consideration of services rendered by employees of the Engineer pursuant to this Agreement, the District shall pay the Engineer in accordance with the following maximum hourly rates:

<u>Position</u>	<u>Maximum Hourly Rate</u>
Engineer VIII	\$225.00
Engineer VII	\$200.00
Engineer VI	\$175.00
Engineer V	\$160.00
Engineer IV	\$135.00
Engineer III.....	\$125.00
Engineer II.....	\$115.00
Engineer I.....	\$105.00
Design Project Manager.....	\$145.00
Senior Designer	\$135.00
Designer.....	\$ 95.00
CAD Technician II	\$ 85.00
CAD Technician	\$ 75.00
Project Representative.....	\$ 75.00
Project Assistance.....	\$ 85.00
Administrative Assistant.....	\$ 75.00

Adjustments to fixed fee allocations may be made with prior review and written approval by the Director pursuant to Section I of this Agreement.

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 by Section I, 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 expense 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 I, 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 District shall have no obligation to pay compensation or reimbursement for any service or expense in excess of the amount budgeted for same in its written authorization, except to the extent the budget for such service is increased and continuation of such service is approved by further written authorization from the Director.

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 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 Section I or Section III 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.

SECTION IV

TIME OF PAYMENT

During the performance of the services provided herein, at intervals of not fewer than thirty (30) days each, the Engineer shall submit to the District a statement sworn to by the Engineer or an officer of the Engineer, in a form acceptable to the County Auditor of Harris County and in compliance with Section III, setting forth the services completed and the compensation due for the same that have not been previously billed or paid. All hourly charges shall be itemized on the basis of the hourly rates and shall be certified in writing by the Engineer to be true and correct. The Director and the Harris County Auditor shall approve each statement after review, with such modifications as may be deemed appropriate. The District shall pay each statement approved within thirty (30) days after approval by the Director and the County Auditor, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the Engineer to the point indicated by such statement, or of the receipt of or acceptance by the District of the work covered by such statement. The Engineer shall in no case submit an invoice for less than \$500.00, except where the invoice is for the final payment.

Time sheets corroborating the information provided in the statement, signed by individuals performing services under this Agreement and their supervisor(s), showing the name of each individual performing services hereunder, the date or dates that he or she performed said services, his or her hourly rate, the total amount billed for each individual, and the total amount billed for all individuals, and including such other details as may be requested by the Harris County Auditor for verification purposes, shall be kept and maintained by the Engineer for a period of five (5) years after the completion of performance hereunder. The Director and/or the County Auditor shall have the right, after giving written notice, to review any and all documents or other data in the custody of the Engineer, in connection with any statement submitted by the Engineer to the District for approval and payment by the District.

SECTION V

TERMINATION

The District may terminate this Agreement at any time by notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall discontinue all services in connection with the

performance of this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The District shall pay the Engineer the prescribed compensation for the services actually performed under this Agreement, less such payments on account of the charges as have been previously made. Copies of all complete or partially complete designs, plans, specifications, and other documents prepared or obtained under this Agreement shall be delivered to the District when and if the Agreement is terminated.

SECTION VI

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Engineer at the following address:

Ward, Getz & Associates, PLLC
2500 Tanglewilde, Suite 120
Houston, Texas 77063
Attn: Steven R. Ward, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attn: Executive Director

SECTION VII

LIMIT OF APPROPRIATION

The Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of \$125,000.00 specifically allocated to fully discharge any and all liabilities incurred by the District pursuant to the terms of this Agreement, and that the total maximum compensation the Engineer may become entitled to hereunder and the total 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 total 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.

SECTION VIII

SUCCESSORS AND ASSIGNS

The District and the Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the District nor the Engineer shall assign, sublet, or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION IX PUBLIC CONTACT

Engineer shall under no circumstances release any material or information developed in the performance of services hereunder, without the prior express written permission of the Director. Contact with the news media, private citizens, or community organizations shall be the sole responsibility of the District. Inquiries concerning this Agreement or any Requested Service shall be referred to the Director.

SECTION X COMPLIANCE AND STANDARDS

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, it 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 he 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. § 2270.002, 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.

SECTION XI LICENSE REQUIREMENTS

The Engineer shall have and maintain any licenses or certification required by the State of Texas or recognized professional organization governing the services performed under this Agreement.

SECTION XII

CERTIFICATE OF INTERESTED PARTIES

In compliance with Government Code § 2252.908, the Engineer must submit a completed Certificate of Interested Parties Form 1295, including an unsworn declaration and the Certification of Filing, printed after completing the electronic filing requirements on the Texas Ethics Commission website (see www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), to the District along with this signed Agreement.

SECTION XIII

CONFLICT OF INTEREST CERTIFICATION

The Engineer certifies that the Engineer has complied with Chapter 176 of the Texas Local Government Code by completing and filing any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us). If this certification is materially incomplete or inaccurate, the Engineer acknowledges that the District shall have the right to terminate this Agreement without prior notice.

SECTION XIV

INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONTRACTORS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE DISTRICT, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

SECTION XV

INSURANCE REQUIREMENTS

Coverage and Limits. During the Term of this Agreement and any extensions thereto, the Engineer at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, the Engineer shall provide and maintain the following coverage and limits:

- (a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the project, and in accordance with state law.

Employers' Liability		
(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

(b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the District may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *The District shall be named Additional Insured on primary/non-contributory basis.*

(i)	Each Occurrence	\$1,000,000
(ii)	Personal and Advertising Injury	\$1,000,000
(iii)	Products/Completed Operations	\$1,000,000
(iv)	General Aggregate (per project)	\$2,000,000

(c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

(d) Umbrella/Excess Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. *The District shall be named Additional Insured on primary/non-contributory basis.*

(e) Automobile Liability insurance to include the Engineer's liability for death, bodily injury, and property damage resulting from the Engineer's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. *The District shall be named Additional Insured on primary/non-contributory basis.*

(f) Any other coverage required of the Engineer pursuant to statute.

Delivery of Policies. Immediately upon execution of this Agreement and before any services are commenced by the Engineer, the Engineer shall provide the District evidence of all of the above coverage on forms and with insurers acceptable to the District. The Engineer must maintain a valid Certificate of Insurance as described herein on file with the District at all times during the term of this Agreement. The Engineer must either (1) mail the Certificate of Insurance to the District at 9900 Northwest Freeway, Houston, TX 77092, Attn: Contract Management or (2) submit it by email to HCFCD_AdminServices@hcfcd.hctx.net.

Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

Certificates of Insurance. The Engineer shall provide unaltered Certificates of Insurance which evidence the required coverage and endorsements and satisfy the following requirements:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
- (c) Include the project name and reference numbers and indicate the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;

- (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

Certified Copies of Policies and Endorsements. Upon request, the Engineer shall furnish certified copies of insurance policies and endorsements to the District.

Renewal Certificates. Renewal certificates are due to the District at least thirty (30) days prior to the expiration of the current policies.

Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. The Engineer shall furnish evidence of such insurance to the District as well.

Additional Insured. The Engineer shall include the District and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. The Engineer's coverage shall be primary insurance to any similar insurance maintained by the District and must contain an endorsement stating such. Coverage to the District as an Additional Insured on any of the Engineer's insurance coverage shall not be subject to any deductible.

Deductibles. The Engineer shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against the District, its officers, directors, agents, or employees.

Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). The Engineer shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

Waiver of Subrogation. The Engineer waives any claim or right of subrogation to recover against the District, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

Notice of Cancellation, Non-Renewal, or Material Change. The Engineer shall provide the District with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

Remedies for Noncompliance. Failure to comply with any part of this Article is a material breach of this Agreement. The Engineer could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further services, or be terminated from this Agreement for any lapse in coverage or material change in coverage which causes the Engineer to be in noncompliance with the requirements of this Article.

SECTION XVI

OWNERSHIP OF PLANS, COPYRIGHT

The District shall be the absolute and unqualified owner of any information, programs, Mylar reproductions, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, computations, computer input/output information, and other documents or materials prepared pursuant to this Agreement, including source codes therefor, with the same force and effect as if the District prepared the same. The District shall have an exclusive and perpetual copyright in and to any and all materials produced for the District pursuant to this Agreement and the Engineer shall convey and assign, and does hereby convey and assign, to District all right, title, and interest, including but not limited to copyright, the Engineer

may have or may acquire in and to such materials. The Engineer agrees that work performed hereunder for the District will be deemed to have been done, to the extent authorized by law, on a "works made for hire" basis. In the event and to the extent such works are determined not to constitute "works made for hire" as that term is understood in copyright law, the Engineer hereby irrevocably assigns and transfers to the District all right, title, and interest in and to such works, including, but not limited to, copyrights. The Engineer agrees to promptly deliver to the District copies, in a form acceptable to the Director, of any and all such information, programs, Mylar reproductions, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, documents, materials and/or data, including the source codes therefor, upon request from the District. Copies of all complete or partially complete information, programs, Mylar reproductions, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, and other documents and materials, including source codes therefor, prepared pursuant to this Agreement, shall also be delivered to the District when and if the Agreement is terminated, or upon completion of performance hereunder, whichever occurs first. The Engineer may retain one (1) set of reproducible copies of such documents and materials, but such copies shall be for the Engineer's use in the preparation of studies or reports for the District only. The Engineer is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents or materials, or using the same in the preparation of work for any other client without the express written permission of the Director. The Engineer does not intend or represent that construction documents or materials will be suitable for reuse. If the District reuses the same, such action shall be at the District's risk and without liability to the Engineer. If the Engineer furnishes partially complete plans, layouts, sketches, specifications, or other documents and materials by virtue of termination under Section VII above, the Engineer shall not be held accountable or responsible for the completeness of any document or material so produced.

SECTION XVII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:

27D876F21B1047A...
By _____
MITZI TURNER
Assistant County Attorney

By _____
LINA HIDALGO
County Judge

ATTEST:

DocuSigned by:

85CAE23821C248C...

Kimberley Roper

Name

Managing Partner

Title

WARD, GETZ & ASSOCIATES, PLLC

DocuSigned by:

85CAE23821C248C...

Steven R. Ward

Name

Managing Partner

Title

APPENDIX A

Detention Investigation

The Engineer will prepare a detention investigation to identify parcels within the White Oak Bayou watershed that would be suitable for HCFCD projects such as detention basins and floodplain preservation, or mitigation of subdivision drainage improvement projects by other municipalities. The tasks associated with preparing the detention investigation include the following:

1. Data Collection & Review

The Engineer will review and utilize watershed data including but not limited to existing LiDAR, floodplain limits, repetitive loss data, level of service and rain of grid depth grid to identify areas within the watershed that are susceptible to flooding. The data review will provide us with a high level overview of the White Oak Bayou watershed problem areas to inform the rest of the study effort.

2. Establish Criteria for Parcel Selection

The Engineer will work with HCFCD to develop a guidance document (checklist/ flow chart) of the steps, procedures and considerations used to establish the criteria for parcel selection. This will include attributes/qualities considered when deciding which parcels to include or exclude. A workflow will be developed in the form of a flow chart or checklist to document the method and approach used for parcel selection.

Parcel attributes that will be considered include:

- All Government owned land and public parks
- All privately owned undeveloped land
- Privately owned developed land with improvement value less than a set percent of total value, to be determined.
- Floodplain connectivity, or proximity to channels or existing HCFCD basins

The Engineer will draft a checklist/flow chart for parcel selection and meet with the HCFCD Planning Division Staff in a form of workgroup meeting to review before proceeding with performing a GIS exercise for parcel selection.

3. Perform GIS Exercise for Parcel Selection

The Engineer will perform a GIS exercise using the checklist/flow chart developed from criteria above. The Engineer will prepare a map of the parcels selected and meet with the HCFCD Planning Division Staff to review before proceeding to establishing criteria for detention basin potential.

4. Establish Criteria for Detention Basin Potential

The Engineer will set clear criteria for parameters used to identify detention basin potential of the selected parcels.

Parameters will be used in order to categorize each parcel by potential use. The potential use will be either HCFCD detention basin projects, floodplain preservation, or mitigation of subdivision drainage improvements.

Parameters used may include:

- Parcel size and approximate storage volumes
- Depth of floodplains
- Proximity to channels
- Proximity/connectivity to existing detention basins
- Proximity to clusters of structural losses or repetitive flood damage
- Floodplain preservation for parcels deeply in the floodplain

The Engineer will meet with the HCFCD Planning Division Staff to review before proceeding to identifying detention basin potential for selected parcels.

5. Identify Detention Basin Potential for Selected Parcels

The Engineer will determine the detention basin potential for the parcels selected. The parcels will be ranked from excellent to poor based on the intended use within the subcategory for HCFCD projects, floodplain preservation or subdivision drainage improvements.

6. Exhibits & Summary Report

The Engineer will prepare a summary report of the detention investigation, including the checklist/flow chart, steps performed in the GIS routine and the system used to rank potential use of the parcels.

7. Project Management

The Engineer will attend meetings with HCFCD to obtain clarification of the project parameters and to provide progress of tasks performed. Progress updates will be provided bi-weekly summarizing progress, completed tasks, significant issues, and needs.

8. Revisions

The Engineer shall make requested revisions to documents and materials prepared under this Agreement. The Engineer also shall provide such engineering services necessary for such revision, when they are not necessitated by any fault of the Engineer and such revisions are inconsistent with approvals or instructions previously given by the District, or are made necessary by the enactment or revision of codes, laws, or regulations issued subsequent to the preparation of such documents.

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 AGREEMENT FOR ENGINEERING SERVICES
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND WARD, GETZ & ASSOCIATES, PLLC**

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 desires to evaluate parcels that may be suitable for stormwater detention basins in the White Oak Bayou Watershed, HCFCD Unit E100-00-00, hereinafter called the "Project"; and

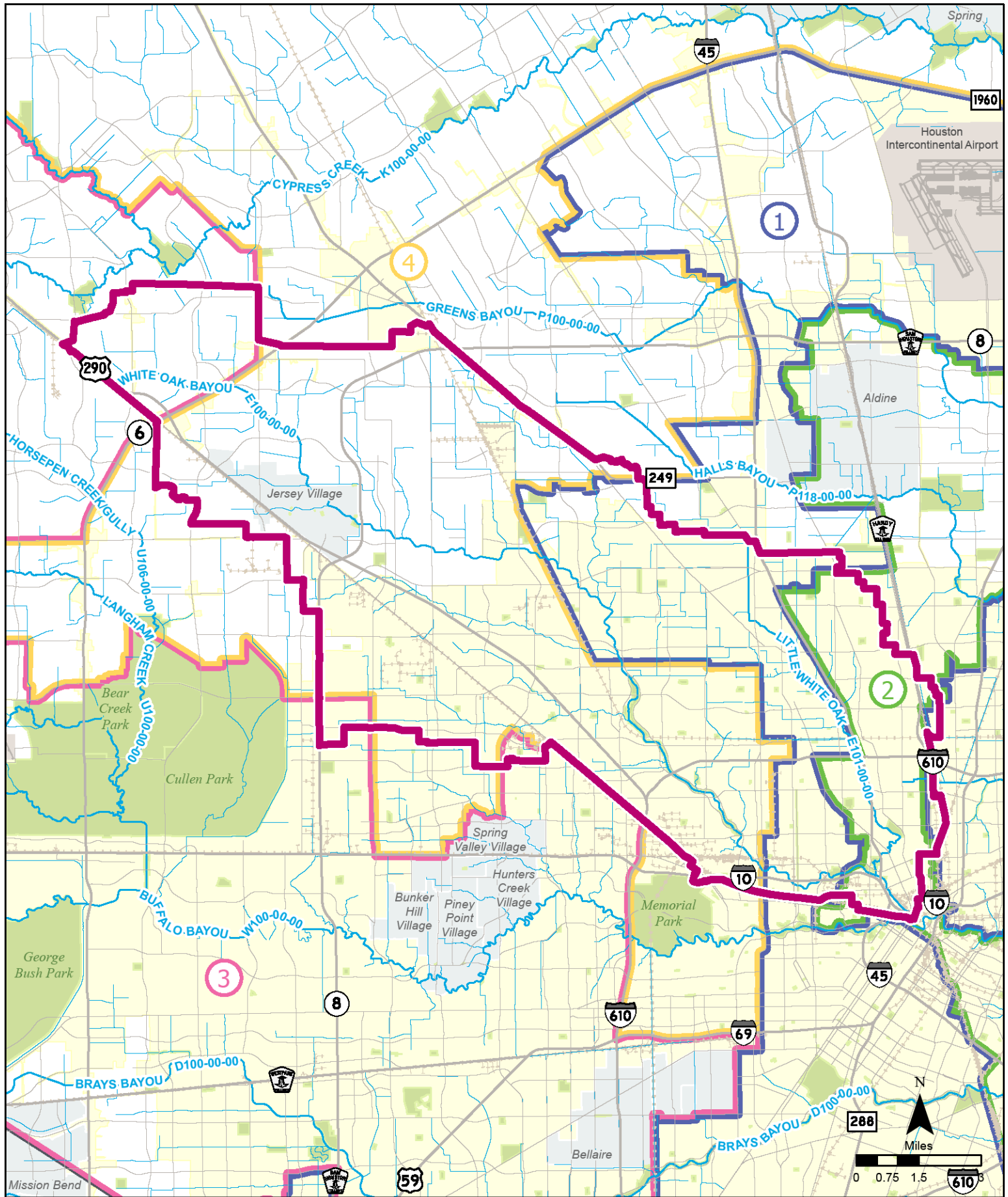
WHEREAS, the District desires that the Engineer provide Engineering Services for the Project; and

WHEREAS, the Engineer represents that it is capable and qualified to perform the various services that may be required.

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 Agreement by and between the Harris County Flood Control District and Ward, Getz & Associates, PLLC, for a fee to be paid by the District of \$125,000.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

PLN WARD GETZ E100-P009 2022-44.DOCX



Project ID: E100-00-00-P009

Watershed: White Oak Bayou

Precinct: 1,2,3,4

