

4600014676
2018-0893

**AMENDMENT NO. 1 TO
AN AGREEMENT FOR MASTER PROGRAM MANAGEMENT SERVICES FOR
DISASTER RELATED PROJECTS**

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

This **AMENDMENT NO. 1 TO AN AGREEMENT FOR MASTER PROGRAM MANAGEMENT SERVICES FOR DISASTER RELATED PROJECTS** (“Amendment No. 1”) is made and entered into on the Countersignature Date by and between the **CITY OF HOUSTON, TEXAS** (the “City”), a home-rule city of the State of Texas, and **APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.** (the “Consultant”), a Louisiana corporation authorized to do business in Texas.

RECITALS:

WHEREAS, pursuant to Ordinance No. 2018-0007 (approved January 3, 2018), the City and Consultant entered into an Agreement for Master Program Management Services, Contract No. 4600014676 (“Original Agreement”); and

WHEREAS, the Parties desire to amend the Original Agreement to clarify the funding sources available for the Original Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements, and benefits contained in this Amendment No. 1, the City and Consultant agree as follows:

ARTICLE 1.

Article 2 (Definitions) of the Original Agreement is amended by deleting and replacing Section 2.1.16 to modify the definition for “Project” as follows:

2.1.16. “Project” means all work, including but not limited to those services set forth under Exhibit A, involved in the administration and implementation of housing program design and housing program management services for housing recovery for the Housing and Community Development Department. The Project is limited exclusively to those services for which the City receives funding from the following four sources:

- CDBG-Single;
- CDBG-Disaster Recovery 2015;
- FEMA Short Term Housing Recovery; and
- CDBG-Disaster Recovery (Harvey).

ARTICLE 2.

Article 3 (Duties of Consultant) of the Original Agreement is amended by adding the following new Sections 3.1.6 and 3.1.7:

- 3.1.6. The cumulative value of all Task Orders issued under this Agreement must not exceed \$11,200,000.00. The City shall not be obligated to pay for any services that exceed the total cumulative Task Order value of \$11,200,000.00.
- 3.1.7. Task Orders may only be funded using one or more of the funding sources listed in Section 2.1.6. The Director is permitted to issue one or more Task Orders, but each such Task Order must correspond to one of the funding sources listed in Section 2.1.6. Subject to Section 3.1.6 and Section 4.7 (inclusive of all subparts), the City may not issue and shall have no obligation to pay for any services that are provided without being attached to one of the four funding sources explicitly referenced in Section 2.1.6.

ARTICLE 3.

This Amendment No. 1 and the Original Agreement are to be read and construed as one agreement, but if a conflict or inconsistency between the Original Agreement and this Amendment No. 1 arises then this Amendment No. 1 controls. Except as amended by this Amendment No. 1, all other terms and conditions of the Original Agreement remain unchanged.

*Remainder of the Page Intentionally Left Blank
Signature Page to Follow*

The Parties have executed this Amendment No. 1 in multiple copies, each of which is an original.

CONSULTANT:

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.

By: _____

Name: Tyson Hackenberg

Title: Vice President



CITY:

CITY OF HOUSTON, TEXAS

By: _____

Mayor

Armanda Washington
Armanda Washington

ATTEST/SEAL:

By: _____

Name: Joshua A. DeCuir

Title: Assistant Secretary

Joshua A. DeCuir

Joshua A. DeCuir
Bar Roll Number 31698
Notary Public
State of Louisiana
My Commission is for Life

ATTEST/SEAL:

Signed by: _____

City Secretary, *Interim*

Pat Harnish

APPROVED:

Director, Housing and Community Development Department

Chief Procurement Officer

COUNTERSIGNED BY:

City Controller *Leonard Peltz*

DATE COUNTERSIGNED: 11-30-18

APPROVED AS TO FORM:

Sr. Assistant City Attorney

L.D. File No. 0291700073003

MSJ