

**Supplemental Agreement No. 3 to  
Engineering Services Contract  
between  
Nueces County and Lockwood, Andrews & Newman, Inc.**

**WHEREAS**, Nueces County (“County”) and Lockwood, Andrews & Newman, Inc. (“Engineer”) entered into an engineering services agreement For program management services on July 1,2020, (“Agreement”);

**WHEREAS**, the County recognizes the benefits of Engineer’s program management services and wishes to amend Agreement to include additional services for a specific project; referred to in Work Authorization 3 as Program Management of ABM Energy Services Contract;

**WHEREAS**, the Agreement Article 11 provides for modification by supplemental agreement if there is a significant change in scope, complexity, or character of the services to be performed or the duration of the work, further providing for additional compensation as appropriate; and

**NOW, THEREFORE**, County and Engineer in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Solely as applicable to the services of Work Authorization 3, to modify engineering services agreement Attachment B, paragraph 1.j, to include the following at the end of the existing paragraph: The Engineer shall review and take appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents, to the extent that the Contract Documents contain the necessary detail. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as existing conditions, dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Engineer’s review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. The Engineer’s approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Engineer shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. The County agrees to release Engineer, Engineer’s officers, directors, partners, employees and agents and Engineer’s Consultants from and against any and all claims, suits, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by Engineer or Engineer’s officers, directors, partners, employees, agents and Engineer’s other Consultants and Contractors with respect to the services provided under this paragraph and further covenants not to sue or file any claims or legal action against Engineer or Engineer’s Consultants pursuant to any services provided under or related to this Supplemental Agreement. County agrees that it shall not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of Engineer. County agrees that Engineer may withhold its consent for any reason

or no reason at all. Any assignment without Engineer's prior written consent shall be null and void as to any assigned rights of any third party against Engineer. By way of example only, and notwithstanding anything hereunder, County shall not assign, to any third party, any current or future claims that County currently has or may have in the future against Engineer its subconsultants, affiliates, employees, officers or its shareholders.

The County shall request, but will not require, the Construction Contractor to name the Engineer as an additional insured and provide Engineer a waiver of subrogation on Contractor's General Liability policy and covenant not to sue, file claims, or take legal action against the Engineer pursuant to Engineer's services provided under this Supplemental Agreement.

2. All other provisions of Agreement shall remain the same.

IN WITNESS WHEREOF, Nueces County and Lockwood, Andrews & Newman, Inc. have executed these presents in duplicate.

**SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, County and Engineer have executed these presents in duplicate.

NUECES COUNTY

LOCKWOOD, ANDREWS &  
NEWNAM, INC.

Signed: \_\_\_\_\_

Signed: John P. Grom

By: \_\_\_\_\_

By: John P. Grom

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: April 29, 2021

Attest:

\_\_\_\_\_  
Nueces County Clerk