

**FOURTH AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF LEAGUE CITY AND HUITT-ZOLLARS, INC.**

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This Fourth Amendment (“Amendment”) is entered into between the City of League City (“City”) and Huitt-Zollars, Inc. (“Contractor”) on the date set forth below.

**RECITALS**

WHEREAS, the City and Contractor entered into an Agreement (“Agreement”) on or about May 11, 2016 whereby Contractor agreed to provide professional services related to the Downtown Redevelopment Plan Project (ED1503); and the Agreement is incorporated into this Amendment by reference; and

WHEREAS, the City and Contractor wish to amend the Agreement to add professional services associated with the waterline improvements along Coryell Street to the Contractor’s scope of services in accordance with Contractor’s letters dated July 8, 2019, which is hereby incorporated into this Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following terms:

**TERMS**

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. The Contractor is authorized to proceed with the professional services associated with the waterline improvements along Coryell Street as identified in the proposal dated July 8, 2019, which is attached and incorporated as Exhibit A for a not to exceed amount of \$6,750.00.
3. The below listed chart shows the summary of fees for this Project:

**Summary of Fees:**

Original Agreement:	\$895,400.00
First Amendment:	\$97,130.00
Second Amendment:	\$62,960.00
Third Amendment:	\$49,690.00
Fourth Amendment:	\$6,750.00

**Total Amended Contract Amount:   \$1,111,930.00**

4. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019. *(date to be filled in by City Secretary)*

**HUITT-ZOLARS, INC. - “Contractor”**

\_\_\_\_\_  
Daniel Menendez, Vice President

**CITY OF LEAGUE CITY – “City”**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

## **Exhibit A**

### **Scope of Services/Description of Products** (4 number of pages, including this page)

See attached letter/proposal.

July 8, 2019

Mr. John Baumgartner  
Deputy City Manager  
City of League City  
Attn: Jacques Gilbert (Project Manager)  
300 W. Walker St.  
League City, TX 77573

**Re: Proposal for Professional Engineering Services (760 LF of Waterline improvements)  
Downtown Redevelopment Plan, League City, Texas**

Dear Mr. Gilbert:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for supplemental professional services to the City of League City (City) to include the waterline improvements for the drainage facilities along Coryell Street. The project area is generally along Coryell Street between Railroad Avenue and Kansas Avenue. Our scope of work includes preparation of design, preparation of construction documents, and construction phase services. Our proposal is based upon the following project understanding, scope of services, compensation and project schedule. Services herein will be performed in accordance with the terms and conditions in the City's standard contract.

**SCOPE OF SERVICES:**

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**1.0 Basic Services**

- 1.1 Construction Documents for approximately 760 LF of 8" water line replacement along Coryell Street from Michigan to Kansas and across Coryell at Colorado Avenue.
  - 1.1.1 Prepare construction documents consisting of plans and specifications for the improvements.
  - 1.1.2 Bid and Construction Phase Services, per details of prior proposals.

**2.0 Additional Services:**

Because the effort required for some items of work varies considerably from project to project, and because certain items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on an hourly basis in accordance with the attached Rate Sheet. Such additional services may include:

- 2.1 Geotechnical Report or Drainage Report
- 2.2 Measured drawings of existing conditions and as-Built Surveys.
- 2.3 Providing a full-time Project Representative during construction to provide further consultation and advice to the Client.
- 2.4 Any other service not otherwise included in the Basic Services.

Subject: Proposal for Professional Engineering Services (Revised Drainage Route and Overlay)

Date: July 08, 2019

**3.0 Client Provided Services:**

Client shall provide Huitt-Zollars with the following:

- 3.1 Access to Project Site, including rights-of-entry for any private property.
- 3.2 Right-of-Way (ROW) limits and Easements, if available.
- 3.3 Available GIS data on existing storm sewers.
- 3.4 Record Drawings, if available.

**COMPENSATION:**

- 1.0 Fee Budget** - Our estimated fee budget for the Basic Services is as \$6,750.00. This amount shall not be exceeded without written authorization.

**SCHEDULE:**

Design shall be incorporated into the schedule for the drainage facilities along Coryell Street

**AUTHORIZATION:**

Should this proposal meet with your approval, please return a notice to proceed and we will schedule the services. If you have any questions, please call.

Very Respectfully,  
**HUITT-ZOLLARS, INC.**



Daniel R. Menendez, P.E., PWLF  
Vice President

Attachments:  
Attachment A – Level of Effort

**HUITT-ZOLIARS**  
**PROJECT BUDGET WORKSHEET - Houston 2018**

Client:  
 Project Name:  
 Contract No.:  
 Project No.:

Date: 7/8/2019  
 Project Number: #VALUE!  
 Project Template:  
 Labor Code Schedule: HO19

HZ LABOR BUDGET			Phase Number	500	500	500	500	RMB			
			Phase Description	Create New P&P	100% SUBMITTAL	UPDATE PROJECT MANUAL	QUANTITIES & COST ESTIMATE	Reimbursable Expenses			
			Task Number	3	4	5	6				
			Task Description	95%	FINAL SET						
			Phase/Task Manager	Keith Davis	Keith Davis	Keith Davis	Keith Davis				
			Lump Sum or Hourly	Lumpsum	Lumpsum	Lumpsum	Lumpsum				
Labor Code	Labor Classification	Hourly Rate	Column Total				Column Total	TOTAL HOURS	TOTAL BUDGET		
						\$ 1,010.00		\$ -			
PIC	Principal-In-Charge	\$ 250.00							0	\$ -	
SPM	Sr. Project Manager	\$ 225.00							0	\$ -	
PMX	Project Manager	\$ 200.00							0	\$ -	
QAM	QA Manager	\$ 230.00	1	1					2	\$ 460.00	
SCE	Sr. Civil Engineer	\$ 190.00	8	1	1	1			11	\$ 2,090.00	
CEX	Civil Engineer	\$ 185.00							0	\$ -	
EIT	Engineer Intern	\$ 130.00	16	6	4	4			30	\$ 3,900.00	
SSE	Sr. Structural Engineer	\$ 200.00							0	\$ -	
STE	Structural Engineer	\$ 185.00							0	\$ -	
SCT	Sr. CADD Technician	\$ 135.00							0	\$ -	
CTX	CADD Technician	\$ 95.00							0	\$ -	
PSS	Senior Project Support	\$ 95.00							0	\$ -	
PRO	Project Support	\$ 75.00				4			4	\$ 300.00	
Total Manhours per Phase/Task			25	8	9	5			47		
HZ Labor per Phase/Task			\$ 3,830.00	\$ 1,200.00	\$ 1,010.00	\$ 710.00			HZ Labor	\$ 6,750.00	
Direct Expenses (Distribute among Phases/Tasks as applicable)					\$ -				Direct Expenses	\$ -	
Direct Consultants (Distribute among Phases/Tasks as applicable)					\$ -				Direct Consultants	\$ -	
RMB Expenses									RMB Expenses	\$ -	
RMB Consultants (Distribute among Phases/Tasks as applicable)									RMB Consultants	\$ -	
Total Fee per Phase/Task			\$ 3,830.00	\$ 1,200.00	\$ 1,010.00	\$ 710.00	\$ -		CONTRACT SUM	\$ 6,750.00	