

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

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This Second 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 February 13, 2019 whereby Contractor agreed to provide professional services related to the Downtown Redevelopment Plan – ED1503 (the "Project"); and the Agreement is incorporated into this Amendment by reference; and

WHEREAS, the City and Contractor wish to amend the Agreement to allow for additional design services as identified in the proposal dated May 11, 2016, which are 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 additional design services as identified in the proposal dated May 11, 2016, which is attached and incorporated as Exhibit A for an amount not to exceed \$62,960.00.
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  |

**Total Amended Contract Amount:    \$1,055,490.00**

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-ZOLLARS, INC. - "Contractor"**



\_\_\_\_\_  
Daniel R. 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.

February 13, 2019

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

**Re: Proposal for Professional Engineering Services (Revised Drainage Route and Overlay)  
Downtown Redevelopment Plan, League City, Texas**

Dear Mr. Shubert:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional services to the City of League City (City) 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 the extension of drainage facilities from Railroad Avenue to Kansas Avenue along Coryell Street including mill and overlay of Coryell to Kansas Avenue.
  - 1.1.1 Conduct field investigations and topographic surveys pertaining to the above.
  - 1.1.2 Prepare construction documents consisting of plans and specifications for the improvements.
  - 1.1.3 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: February 13, 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 \$62,960. This amount shall not be exceeded without written authorization.

**2.0 Invoicing** - Invoices will be submitted monthly.

### **SCHEDULE:**

Design shall be submitted within 60 days of notice to proceed.

### **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