

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LEAGUE CITY
AND CORNERSTONE MAINTENANCE AND LANDSCAPING**

This First Amendment ("Amendment") is entered into between the City of League City ("City") and Cornerstone Maintenance and Landscaping ("Contractor") on the date set forth below.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement ("Agreement") on or about December 1, 2019 whereby Contractor agreed to provide City Wide Mowing Services (Resolution 2019-193); and

WHEREAS, the City and Contractor wish to expand the scope of services to include the Claremont Connector Trail and further increase the compensation by \$55,200.00; 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 scope of services is amended to incorporate the Claremont Connector Trail, which is attached as Exhibit B-169. Contractor has agreed to mow the Claremont Connector Trail at a rate of \$575 per mowing. Contractor will mow a total of 24 times during FY2020, 36 times during FY2021 and 36 times during FY2022. Contractor's scope is described further in Exhibit A-1, which is attached and incorporated herein.
3. The total compensation under the Agreement is increased from \$871,916.58 to \$927,115.58.
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 _____, 2020. *(date to be filled in by City Secretary)*

CORNERSTONE MAINTENANCE AND LANDSCAPING

Sheila Billiot
Shiela Billiot, Owner

CITY OF LEAGUE CITY

John Baumgartner, City Manager

ATTEST:

APPROVED AS TO FORM:

Diana Stapp, City Secretary

Office of the City Attorney

CORNERSTONE

MAINTENANCE AND LANDSCAPING

281.648.9731

- Landscape Improvements and Design
- Sprinkler/Irrigation Systems
- Hardscape and Outdoor Lighting

Service Proposal

**CITY OF LEAGUE CITY (COLC) - PARK
MAINTENANCE FACILITIES
300 WEST WALKER STREET
LEAGUE CITY, TEXAS 77573**

Sales: Drew Smith

COLC H&B Trail-Claremont Connector: Ex-169

League City, Texas

Est ID: EST905685

Date: Mar-03-2020

EXTRA SERVICES	Visits	Billing Type	Visit Price
Exhibit B-169 : Claremont Connector Trail addition	36	Per Visit	\$575.00

CONTRACT TERMS

This agreement shall take effect upon signing of the contract. Client is committed to a 12-month service agreement upon signing of the contract, and may not terminate contract before 12 months. Either the Client or Cornerstone Maintenance and Landscaping may cancel the contract with a 30-day written notice, provided the Client has fulfilled the 12-month service requirement. This contract will automatically renew every 12 months unless the Client notifies Cornerstone Maintenance and Landscaping of cancellation with a 30-day written notice prior to the expiration date.

PAYMENT TERMS AND CONDITIONS

As consideration for services outlined in this contract, Client agrees to pay Cornerstone Maintenance and Landscaping the amount in the proposal plus tax each month for (12) twelve consecutive months. Invoices for the current month's services will be sent to the client on the last day of each month. Terms for payment will be net 10 unless otherwise stated and agreed upon in this contract. Any payments which are not received by the stated terms will be charged a 2% per month late charge beginning from due date and continuing until paid in full. Any amount which becomes 60 days past due will force collections and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

If at any time during the contract a payment becomes more than 30 days past due, Cornerstone Maintenance and Landscaping may terminate contract for services 7 days after written notice is delivered to client.

We are more than happy to provide you with services that may not be included in your contract. Any additional services requested would be an added cost to your normal monthly charges. These services would be billed separately or added to your monthly bill with payment terms net 10.

GROUPS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. The Contractor employees have been trained to work safely and are aware of local labor regulations.
2. The Contractor is insured for public liability and property damage in the amount of 2 million dollars.
3. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible.
4. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 - a. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 - b. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 - c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
5. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
6. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.

PROCEDURE FOR EXTRA WORK AND CHANGES

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Order: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Order under which Work is to proceed. Work will not commence under a Contract Change Order (CO) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the service at the request of email. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Estimate authorized by:

Drew Smith

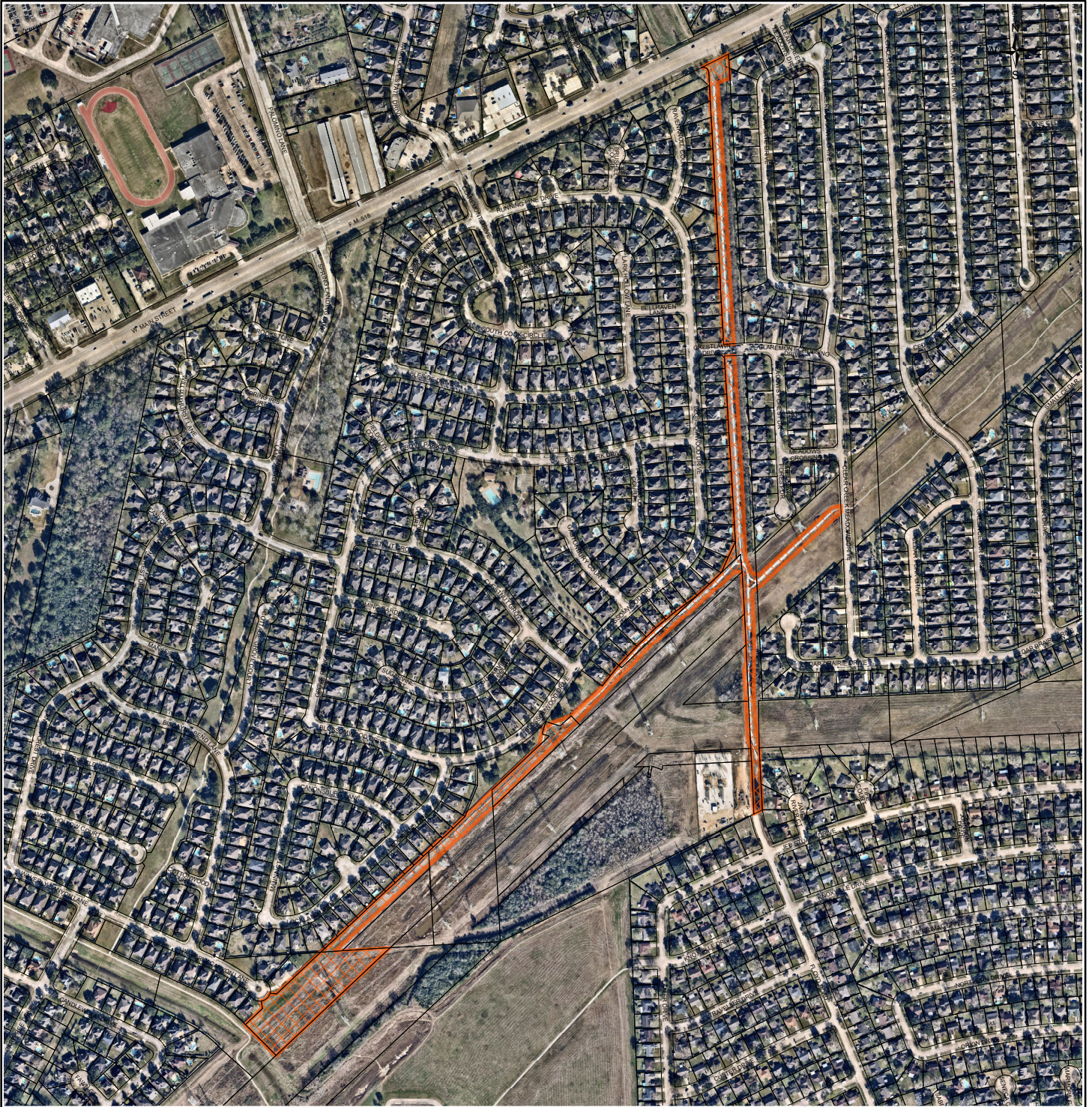
Estimate approved by:

Signature Date:

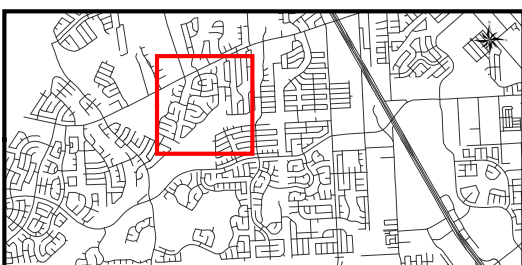
03/05/2020

Signature Date:

Exhibit B-169
Claremont Connector Trail
10.02 Acres



Vicinity Map



Prepared: 2/19/2020



GIS Department
City of League City

Geospatial or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.