



MEMORANDUM

To: John Baumgartner
City Manager

From: Scott Tuma
Sr. Project Manager

Date: 6/13/2023

Re: ST2003 – FM518 & SH3 Intersection Improvements – Staking ROW

Please find under cover of this memorandum a proposal for Huitt-Zollars to perform professional services to stake the proposed ROW for the FM518 & SH3 Intersection Improvements Project.

The proposed scope is as follows:

- Stake proposed ROW along the project ROW within the project limits as shown in the attached exhibit.

Proposed Increase: \$1,790.00

The agreement falls within the **City Manager Level** approval limits established in the City’s procurement policy. Per Kristin Clark’s approval, funding will come from account:

ST2003-PLAN DESIGN-DESIGN2-19PROPB

Signature approvals:

DocuSigned by:
Kristin Clark
9DB9BF55622D4EE...

Kristin Clark, CIP Administrator

6/26/2023

Date

DocuSigned by:
Cara Davis
FBA8465B2A714CC...

Cara Davis, Assistant Director of Project Management

6/26/2023

Date

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

§
§

This First 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 parties entered into an Agreement (“Agreement”) on or about February 23, 2021 whereby Contractor agreed to provide the engineering design and construction phase services related to Project (ST2003) ; and

WHEREAS, the parties wish to amend the Agreement to increase the scope of services and total compensation under the Agreement by \$1,790.00 due to staking proposed ROW along the project ROW within the project limits shown in the attached Exhibit A-1.

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

TERMS:

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. The total compensation under the Agreement is increased from \$291,631.20 to \$293,421.20
3. The Scope of Service of the Agreement is amended to include those services described in in Exhibit A-1, which is attached and incorporated herein.
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 on 6/28/2023. *(date to be filled in by City Secretary)*

HUITT-ZOLLARS, INC.

DocuSigned by:

Mohammed Afroz Shaikh

Mohammed Afroz Shaikh, P.E.

CITY OF LEAGUE CITY

DocuSigned by:

John Baumgartner

John Baumgartner, ICMA-CM, P.E.

ATTEST:

DocuSigned by:

Diana Stapp

Diana Stapp, City Secretary

APPROVED AS TO FORM:

DocuSigned by:

Michelle L. Villarreal

Office of the City Attorney



May 22, 2023

Mr. Ogden "Bo" Bass
Assistant City Manager
City of League City
Attn: Mr. Scott Tuma (Project Manager)
300 W. Walker St.
League City, TX 77573

**Re: Proposal for Professional Engineering Services
SH 3 and FM 518 Intersection Improvements, League City, Staking ROW**

Dear Mr. Tuma:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional services to the City of League City (City) to stake the proposed ROW along the proposed parcels at the intersection of SH 3 and Main St (FM 518). 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:

1.0 Survey

Stake the proposed ROW along the project ROW within the project limits as shown in the attached exhibit.

2.0 Client Provided Services:

Client shall provide Huitt-Zollars with the following:

- 2.1 Access to Project Site, including rights-of-entry for any private property.

COMPENSATION:

- 1.0 Fee Budget - \$1,790.00 Lump sum.**

SCHEDULE:

As per the revised design schedule dated February 21 2023.

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.

(Continued)



Very Respectfully,
HUITT-ZOLLARS, INC.

A handwritten signature in black ink that reads "Shaikh".

Mohammed Afroz Shaikh, P.E.
Project Manager, Associate

A handwritten signature in blue ink that reads "Chaitanya".

Chaitanya Kasturi, P.E., PMP
Vice President

PROJECT BUDGET WORKSHEET - Houston 2023









Client: City of League City
Project Name: R313535
Contract No.:
Project No.:

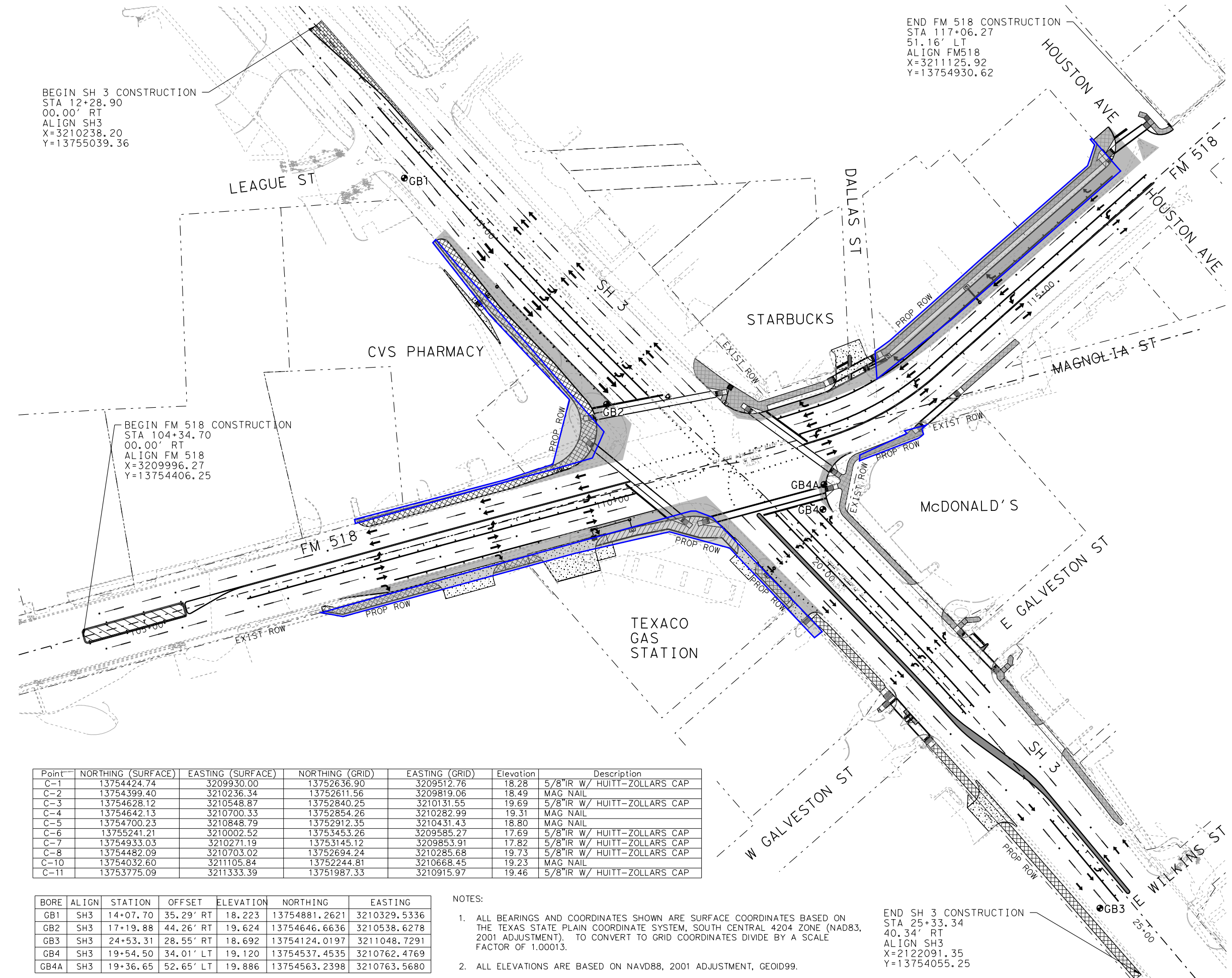
Date: 5/23/2023
Project Number: **R313535.01**
Project Template:
Labor Code Schedule: HO23

PM Mohammed Afroz Shaikh Phase Start Date
PIC Daniel Menendez Phase End Date

HZ LABOR BUDGET			Phase Number	1	RMB Reimbursable Expenses				
			Phase Description	C. ROW Staking					
			Task Number						
			Task Description						
			Phase/Task Manager						
			Lump Sum or Hourly						
Labor Code	Labor Classification	Hourly Rate	Column Total	Column Total	Column Total	Column Total	Column Total	TOTAL HOURS	TOTAL BUDGET
			\$ 1,790.00	\$ -	\$ -	\$ -	\$ -		
SMX	Survey Manager	\$ 215.00						0	\$ -
SPS	Sr. Project Surveyor	\$ 200.00	1					1	\$ 200.00
PSX	Project Surveyor	\$ 150.00						0	\$ -
SST	Senior Survey Technician	\$ 130.00							
STX	Survey Technician	\$ 120.00	1					1	\$ 120.00
SC1	1-Person Survey Crew	\$ 120.00						0	\$ -
SC2	2-Person Survey Crew	\$ 180.00						0	\$ -
SC3	3-Person Survey Crew	\$ 210.00	7					7	\$ 1,470.00
PSS	Senior Project Support	\$ 110.00						0	\$ -
PRO	Project Support	\$ 90.00		0				0	\$ -
Total Manhours per Phase/Task			9	0	0	0		9	
HZ Labor per Phase/Task			\$ 1,790.00	\$ -	\$ -	\$ -		HZ Labor	\$ 1,790.00
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			\$ 1,790.00	\$ -	\$ -	\$ -		CONTRACT SUM	\$ 1,790.00

LEGEND

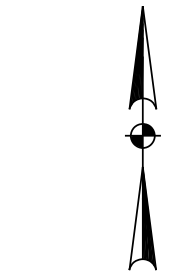
-  PROP ASPHALT PAVEMENT WITH BASE & SUBGRADE
-  PROP CONC DRIVEWAY
-  PROP 10" CONC SIDEWALK
-  PROP 5" CONC SIDEWALK
-  PROP PAVER MEDIAN
-  TRAFFIC DIRECTION
-  GEOTECH BORE
-  PROPOSED ROW PARCELS



END FM 518 CONSTRUCTION
 STA 117+06.27
 51.16' LT
 ALIGN FM518
 X=3211125.92
 Y=13754930.62

BEGIN FM 518 CONSTRUCTION
 STA 104+34.70
 00.00' RT
 ALIGN FM 518
 X=3209996.27
 Y=13754406.25

END SH 3 CONSTRUCTION
 STA 25+33.34
 40.34' RT
 ALIGN SH3
 X=2122091.35
 Y=13754055.25



0 50 100
 HORIZ: 1"=100'

PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING OR PERMITTING.
 FOR REVIEW ONLY
 MOHAMMED AFROZ SHAIKH
 PE 103764 FIRM F-761
 HUITT-ZOLLARS, INC.
 5/23/2023

DATE	REVISIONS AND ISSUE DATES	REV. No.

LEAGUE CITY, TEXAS

 300 WEST WALKER STREET
 LEAGUE CITY, TEXAS 77573

HUITT-ZOLLARS Firm
 10350 Richmond Ave. suite 300 Houston, Texas 77077 No.
 Telephone (281) 496-0066 Fax (281) 496-0220 F-761

**SH 3 AND FM 518
 INTERSECTION IMPROVEMENT**

PROJECT LAYOUT

SHEET 1 OF 1

JOB NO: R313535.01	SCALE: 1"=100'	SHEET: 8
DESIGNED BY: SL/MAS	DATE: 5/23/2023	143
DRAWN BY: DESIGN TEAM	CHECKED BY: CG	

Point	NORTHING (SURFACE)	EASTING (SURFACE)	NORTHING (GRID)	EASTING (GRID)	Elevation	Description
C-1	13754424.74	3209930.00	13752636.90	3209512.76	18.28	5/8"IR W/ HUITT-ZOLLARS CAP
C-2	13754399.40	3210236.34	13752611.56	3209819.06	18.49	MAG NAIL
C-3	13754628.12	3210548.87	13752840.25	3210131.55	19.69	5/8"IR W/ HUITT-ZOLLARS CAP
C-4	13754642.13	3210700.33	13752854.26	3210282.99	19.31	MAG NAIL
C-5	13754700.23	3210848.79	13752912.35	3210431.43	18.80	MAG NAIL
C-6	13755241.21	3210002.52	13753453.26	3209585.27	17.69	5/8"IR W/ HUITT-ZOLLARS CAP
C-7	13754933.03	3210271.19	13753145.12	3209853.91	17.82	5/8"IR W/ HUITT-ZOLLARS CAP
C-8	13754482.09	3210703.02	13752694.24	3210285.68	19.73	5/8"IR W/ HUITT-ZOLLARS CAP
C-10	13754032.60	3211105.84	13752244.81	3210668.45	19.23	MAG NAIL
C-11	13753775.09	3211333.39	13751987.33	3210915.97	19.46	5/8"IR W/ HUITT-ZOLLARS CAP

BORE	ALIGN	STATION	OFFSET	ELEVATION	NORTHING	EASTING
GB1	SH3	14+07.70	35.29' RT	18.223	13754881.2621	3210329.5336
GB2	SH3	17+19.88	44.26' RT	19.624	13754646.6636	3210538.6278
GB3	SH3	24+53.31	28.55' RT	18.692	13754124.0197	3211048.7291
GB4	SH3	19+54.50	34.01' LT	19.120	13754537.4535	3210762.4769
GB4A	SH3	19+36.65	52.65' LT	19.886	13754563.2398	3210763.5680

- NOTES:
- ALL BEARINGS AND COORDINATES SHOWN ARE SURFACE COORDINATES BASED ON THE TEXAS STATE PLAIN COORDINATE SYSTEM, SOUTH CENTRAL 4204 ZONE (NAD83, 2001 ADJUSTMENT). TO CONVERT TO GRID COORDINATES DIVIDE BY A SCALE FACTOR OF 1.00013.
 - ALL ELEVATIONS ARE BASED ON NAVD88, 2001 ADJUSTMENT, GEOID99.

#NAME? 5/23/2023 1:03:35PM - SH 3 and FM 518 Intersection Improvements.dwg & BIM 10.6 MicroStationSheet Files\SH3\FM518\SH3.dwg



City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 21-0125

Agenda Date: 2/23/2021

Version: 1

Status: Consent Agenda

In Control: Budget and Project Management

File Type: Agenda Item

Agenda Number: 9D.

Title

Consider and take action on a resolution authorizing a professional services agreement with Huitt-Zollars, Inc. for design work related to the SH3 and FM518 Intersection Improvements Project (ST2003) in an amount not to exceed \$291,631.20 (Director of Budget & Project Management)

..Background:

Approval of this resolution will authorize the award of a professional services agreement with Huitt-Zollars to perform the engineering design and construction phase services related to SH3 and FM518 Intersection Improvements Project (ST2003) including the addition of auxiliary turn lanes. The purpose of this project is to improve the intersection flow capacity and decrease congestion.

Project design includes:

- Addition of 230 linear feet to the existing Left Turn Lane southbound on SH3 and conversion of an existing Thru Lane southbound SH3 into a second Left Turn Lane, and a new Right Turn Lane to southbound SH3 at the FM518 intersection
- Addition of 170 linear feet to an existing Right Thru Lane on southbound SH3 south of the FM518 intersection and 400 linear feet to an existing Left Turn Lane on northbound SH3 at the FM518 intersection
- Conversion of an existing Thru Lane on northbound SH3 into a second Left Turn Lane and a new Right Turn Lane to northbound SH3
- Addition of 180 linear feet to the existing Left Turn Lane on eastbound FM518 with a raised curb median and a new Right Turn Lane eastbound on FM518
- Conversion of a Right Turn/Thru Lane to a 460 linear foot Right Turn Lane on westbound FM518 and an addition of 110 linear feet to the Left Turn Lane on westbound FM518

Huitt-Zollars has submitted a proposal to perform the engineering design and construction phase services not to exceed \$291,631.20, which includes the following:

1. Design Phase	\$ 178,640.00
2. Bidding Phase	\$ 8,740.00
3. Construction Administration Phase	\$ 34,040.00
4. RMB	\$ 3,500.00
5. Topographic Survey	\$ 31,740.00
6. Metes & Bounds (14 Parcels)	\$ 16,940.00
7. <u>Geotechnical</u>	<u>\$ 18,031.20</u>
Total	\$ 291,631.20

Design is proposed at 210 days to 100% plans. Preliminary estimated construction cost is \$1,853,400. The FY22 CIP will include the updated construction cost estimate based on the current scope. The

File Number: 21-0125

increase is due to findings from the preliminary engineering including intersection traffic counts.

Attachments:

1. Data Sheet
2. Proposed Resolution
3. Professional Services Agreement w/Proposal
4. CIP Project Sheet
5. Aerial Map
6. Vendor Report Card

FUNDING

{X} Funding in the amount of \$291,632 is available from 2019 PROPB, Fund 5255, with expenses charged to project expense string ST2003-PLAN DESIGN-DESIGN2-19PROPB

STRATEGIC PLANNING

{X} NOT APPLICABLE

APPROVED

FEB 23 2021

CITY COUNCIL

Resolution No. 2021-28



CONTRACT

Fiscal Year 2021

Page 1 of 1

VENDOR

HUITT-ZOLLARS
 10350 RICHMOND AVE SUITE 300
 HOUSTON, TX 77042
 USA
 Email:LMENDENHALL@HUITT-ZOLLARS.COM

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	3210245
Department	Project Management
Type	PROF SERVICE
Bonds in Lieu	N
Change Order #	7

Vendor Information			
Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
582	KELLY 281.496.0066		214-871-3311

Policy	
Start	03/29/2021
Award	
Expire	09/30/2024
Renewal	
Extended	

Notes	
Fiscal Year	2021
Project	ST2003
Percent Complete	0.00
By Date	
Encumbered	Y

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
SH3 and FM 518 Intersection Improvements					
Line #	Year	Account			Amount
1	2021	52553300 56010			\$164,406.34
2	2022	52553300 56010			\$60,553.91
3	2023	52553300 56010			\$66,670.95

Total Available	\$66,670.95
Total Open PO	\$0.00
Total Contract Balance	\$0.00
Total LiquidatedAmount	\$224,960.25
Total Revised	\$291,631.20
Total Original	\$291,631.20

By: Ky Call
 Purchasing Manager

CITY OF LEAGUE CITY PURCHASE ORDER TERMS AND CONDITIONS

Vendors providing goods or services to the City of League City ("City") acknowledge that by delivering such goods or services they agree to the following terms and conditions. Should a formal contract be executed between City and the Vendor ("Vendor") whether as a result of a formal bid or not, the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. **ACCEPTANCE:** Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and Vendor. City hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by City. Vendor's action in (a) accepting this order, (b) delivering materials or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. **INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
3. **PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show; Vendor company name and address, name and address for City Department to which shipment is being made, City Purchase Order Number and descriptive information as to the items delivered. A City Purchase Order must be obtained by Vendor before order fulfillment takes place.
4. **INVOICES** submitted for payment shall be addressed to City of League City, Accounts Payable Dept., 300 W Walker, League City, TX 77573 and shall reference the City approved Purchase Order number.
5. **TAXES:** City is tax exempt under Texas Tax Code Section 151.309. Invoices shall not include sales tax.
6. **PAYMENT:** Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later. City will not be liable to pay late fees or interest.
7. **CHANGES/QUANTITIES:** No changes may be made to this order without written authorization from City's purchasing representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
8. **BACK ORDERS:** All back orders must be approved by City's Purchasing Department. If orders cannot be timely delivered, Vendor shall immediately advise City in writing.
9. **QUALITY CONTROL:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.
10. **WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
11. **PATENTS:** Upon acceptance of this order, Vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringements, copyrights, or sale franchises arising out of this order.
12. **SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order.
13. **RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with Vendor until the goods are delivered to the destination set out in the order and accepted by City.
14. **DELIVERIES:** Delivery shall not be made to any place other than the destination indicated on the Purchase Order.
15. **CANCELLATIONS:** City reserves the right to cancel purchase orders for failure on the part of Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to City by Vendor.
16. **LIABILITY:** Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either party hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.
17. **APPLICABLE LAW:** This Purchase Order shall be interpreted and enforced according to the provisions of Texas Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.
18. **ETHICS ACKNOWLEDGEMENT:** Any Vendor or contractor entering into this contract or agreement with the City of League City, Texas acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of League City for a period of three years.