

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT
ENGINEERING SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
(North Darrington Road Reconstruction
Project-[STP-MM Reconstruction Off-System] from
Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-
587)(Engineering and Review Services-TxDOT)**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2025, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **“City”**, and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the **“Engineer”**.

RECITALS

WHEREAS, on or about May 6, 2024, the City and the Engineer signed the ENGINEERING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES (North Darrington Road Reconstruction Project-[STP-MM Reconstruction Off-System] from Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-587) (Engineering and Review Services-TxDOT) (the Agreement”);

WHEREAS, in the Agreement original fee to be paid for services to the Engineer was \$44,855.50 and the services were to be provided from August 2024 through March 2025;

WHEREAS, there have been substantial and unforeseen delays in the project and there is need to amend the Agreement to allow for additional time to complete the Scope of Services and increase the compensation paid to the Engineer for additional work; and

WHEREAS, the Parties have agreed on a new proposed date for completion and an estimate of increased compensation based upon the hourly rates for engineering services in the original Agreement.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement, the City and the Engineer agree to the following terms and conditions.

ARTICLE I.

Extended Services

1.1 During the extension of the Agreement the Engineer will continue to provide the following services:

1. Attendance at bi-weekly progress meetings;
2. Coordination with stakeholders; and
3. Assist the City with construction-related issues

ARTICLE II. ORIGINAL SCOPE OF SERVICES

2.1 The original Scope of Services includes:

1. Coordination with the engineering consultant to provide project information
2. Coordination with TxDOT
3. Review and comment on submittals at the 30%, 60%, 90%, and 100% design stages
4. Attendance at bi-weekly meetings with the consultant, the City and TxDOT
5. Attendance at the Design Development Review (DDR) and Safety Review meetings
6. Coordination with stakeholders
7. Participation in review meetings during the design phase with the consultant and TxDOT

ARTICLE III. ENGINEER FEES AND PROJECT'S BUDGET

3.1 PAYMENT TO ENGINEER. The total amount of compensation for all phases of the Project is _____ DOLLARS (\$_____). The Engineer's fee proposal for the performance of the Extended Services and reimbursable expenses is attached hereto as **Attachment "A"**. Payments to the Engineer shall be made pursuant to the schedule enumerated within **Attachment "A"**.

3.1.1 The Mayor may authorize additional services as identified in **Attachment "A"** for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project amount identified in Section 3.1. Should any additional services as identified in **Attachment "A"** be necessary and the cost of the services exceed the identified additional ten percent (10%) of the total estimated Project amount identified in Section 3.1, such additional services and payment must be approved by the City Council of the Town of Horizon City.

3.2 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "A"**. Invoices shall indicate the costs for outside consultants, if any, with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Engineer, the current invoiced amount(s), and the amount(s) billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date, also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both Parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt pursuant to the Texas State Prompt

Payment Act. Upon dispute, however, the City may, upon notice to the Engineer, withhold payment to the Engineer for the amount in dispute only, until such time as the exact amount of the disputed amount due the Engineer is determined. The total amount paid to Engineer shall not exceed Engineer's fee proposal, except by written amendment to this Amendment, executed by both Parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Engineer and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both Parties allowing for additional costs.

3.5 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Engineer shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Engineer.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for under the Project shall begin upon the Effective Date of this Amendment. The Engineer shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment "B"**.

ARTICLE V. RATIFICATION OF AGREEMENT

5.1 RATIFICATION. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW. The Engineer shall comply with applicable Federal, State, and local laws and ordinances applicable to the work contemplated herein.

6.2 CAPTIONS. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

6.3 SEVERABILITY. Should any section, paragraph, or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.4 NOTICES. Any notice, demand, request, consent, or approval that either Party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: Town of Horizon City
 Andres Renteria, Mayor
 14999 Darrington Road
 Horizon City, Texas 79928

With a Copy to: Town of Horizon City
 Director of Planning
 14999 Darrington Road
 Horizon City, Texas 79928

To the Engineer: Huitt-Zollars, Inc.
 Attn: Isabel Vasquez, P.E.
 5822 Cromo Drive, Suite 210
 El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other Party.

6.12 CONFLICTING PROVISIONS - ATTACHMENTS. In the event of any provision contained in any Attachments to the Agreement or the Agreement, conflict or are inconsistent, with any of the provisions in this Amendment, the terms of this Amendment shall be controlling.

6.13 TEXAS TORT CLAIMS ACT. The Engineer expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Engineer further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

6.14 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that the Engineer does not boycott energy companies during the term of this Agreement and will not boycott energy companies during the term of this Agreement. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.15 FIREARMS. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.16 FOREIGN TERRORIST ORGANIZATIONS. The Engineer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

6.17 BOYCOTTING OF ISRAEL. If the Engineer is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Engineer certifies that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

6.18 ENTIRE AGREEMENT FOR PROJECT. The Agreement, along with this Amendment, including attachments, constitutes and expresses the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project defined under the Agreement. The Agreement shall not be further amended or modified, except by written amendment, executed by both Parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

By: _____
Andres Renteria, Mayor
Dated: _____, 2025

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____
Arturo Rubio
Planning Director

ENGINEER:
HUITT-ZOLLARS, INC.

By: _____

Printed name: _____

Title: _____

Dated: _____, 2022

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 2022 by **Andres Renteria**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 2022, by
_____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

ATTACHMENT “A”
SCOPE OF SERVICES AND PROJECT BUDGET

ATTACHMENT “B”
ENGINEER'S FEE PROPOSAL AND UNIT/HOURLY RATES