

State of Texas

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County of Galveston

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**Seventh Amendment to Professional Services Agreement by and between the
County of Galveston, Texas and Huitt-Zollars, Inc.**

**[GC Contract No. CM18048;
Seventh Amendment
Extending Contract Duration]**

I. Preamble

Whereas, the County of Galveston, Texas (County) and Huitt-Zollars, Inc. (Huitt-Zollars) each of whom is a Party hereto and who are collectively referred to herein as the Parties, have heretofore, on or about December 4, 2017, entered into that Professional Services Agreement (the “Agreement”) for the provision of architecture/engineering services associated with post-storm damage assessment in Galveston County, Texas from Hurricane Harvey as set forth within the Agreement (the “Project”);

Whereas, the Agreement is the resultant contract ensuing from Request for Qualifications No. B181005, Hurricane Harvey – Engineering/Architecture Services for Post Storm Damage Assessment;

Whereas, in accordance with Section 4 of the Agreement, the basis of compensation to Huitt-Zollars is pursuant to Attachments C and D of the Agreement;

Whereas, pursuant to Section 4 of the Agreement, the Parties agreed that the compensation to Huitt-Zollars would not exceed \$500,000.00;

Whereas, the Project has not been concluded and the Agreement remains in effect;

Whereas, Huitt-Zollars wishes to continue to perform services to accomplish the Project;

Whereas, the County wishes to continue to retain Huitt-Zollars to perform the Project until the Project’s conclusion;

Whereas, the County and Huitt-Zollars on or about February 11, 2019 executed a First Amendment to Professional Services Agreement increasing the original contract amount by \$200,000.00 that increased the not to exceed amount to \$700,000.00 thus amending Section 4 of the original contract; and on or about January 17, 2020, the County and Huitt-Zollars executed a Second Amendment to Professional Services Agreement increasing the original contract amount by \$150,000.00 that increased the not to exceed amount to \$850,000.00 thus amending Section 4 of the original contract; on or about March 7, 2022, the County and Huitt-Zollars executed a Third Amendment to Professional

Services Agreement increasing the original contract amount by \$50,000.00 that increased the not to exceed amount to \$900,000.00; on or about February 6, 2023, the County and Huitt-Zollars executed a Fourth Amendment to Professional Services Agreement, increasing the original contract amount by \$50,000.00 that increased the not to exceed amount to \$950,000.00 thus amending Section 4 of the original contract and on or about November 27, 2023, the County and Huitt-Zollars executed a Fifth Amendment to Professional Services Agreement to extend the contract period of performance date to January 31, 2025; on or about December 23, 2024, the County and Huitt-Zollars executed a Sixth Amendment to Professional Services Agreement to extend the contract period of performance to January 31, 2026; and

Whereas, each Party wishes to amend the Agreement to extend the contract period of performance date and thus wish to enter into this Seventh Amendment.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows:

II. Terms

1. **Recitals true.** The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct and constitute contractual provisions of this Seventh Amendment.
2. **Contract Period of Performance Date.** This Seventh Amendment shall extend the contract period of performance date to July 31, 2026, unless otherwise extended in writing by the Parties.
3. **Effective Date.** This Seventh Amendment shall be effective upon full execution with the date of the Party signing last in time.
4. **Conforming Changes.** By signing this Seventh Amendment, the Parties expressly understand and agree that its terms shall become a part of the Agreement as if they were set forth word for word therein, and all provisions in the Agreement that are contrary to the provisions in this Seventh Amendment are deemed amended so as to be in compliance with the terms of this Seventh Amendment. This Seventh Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
5. **Authority to Bind.** Each Party represents and warrants for itself that the individual executing this Seventh Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Seventh Amendment and that this Seventh Amendment constitutes the legal, valid, and binding agreement of each Party hereto.

Execution Page follows this Page.

This Seventh Amendment is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly authorized official as required by law to be effective as specified herein.

Huitt-Zollars, Inc.

By:

Date Signed:

Gregory R. Wine, PE, LEED AP
Executive Vice President

Galveston County, Texas

By:

Date Signed:

Mark Henry, County Judge

Attest:

Dwight D. Sullivan
Galveston County Clerk