

**EIGHTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LEAGUE CITY  
AND TBG PARTNERS**

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This Eighth Amendment (“Amendment”) is entered into between the City of League City (“City”) and TBG PARTNERS (“Contractor”) on the date set forth below.

**RECITALS**

WHEREAS, the City and Contractor entered into an Agreement (“Agreement”) on or about April 16, 2020 whereby Contractor agreed to provide Planning and Design of Bay Colony Park; and

WHEREAS, the City and Contractor further agreed in the First Amendment to the Agreement to increase the compensation by \$149,346.85 for additional services on the same project; and

WHEREAS, the City and Contractor further agreed in the Second Amendment to the Agreement to increase the compensation by \$22,364.00 for additional services on the same project; and

WHEREAS, the City and Contractor further agreed in the Third Amendment to the Agreement to increase the compensation by \$1,870,580.00 due to additional services needed by the City; and extend the agreement until January 31, 2026; and

WHEREAS, the City and Contractor further agreed in the Fourth Amendment to the Agreement to increase the compensation by \$36,200.00 due to additional services needed by the City; and

WHEREAS, the City and Contractor further agreed in the Fifth Amendment to the Agreement to increase the compensation by \$314,700.00 due to additional services needed by the City; and

WHEREAS, the City and Contractor further agreed in the Sixth Amendment to the Agreement to increase the compensation by \$19,900 due to additional services needed by the City; and

WHEREAS, the City and Contractor further agreed in the Seventh Amendment to the Agreement to increase the compensation by \$13,200 due to additional services needed by the City;

WHEREAS, the City and Contractor wish to further increase the compensation by \$124,215 due to additional services needed by the City;

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:

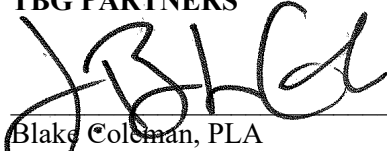
**TERMS:**

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. The scope of services of the Agreement is amended to include the services described in Exhibit A, which is attached and incorporated herein
3. The total compensation under the Agreement is increased from \$3,425,040.85 to \$3,549,255.85.

4. The term of the Agreement remains December 31, 2026.
5. 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 \_\_\_\_\_, 2024. *(date to be filled in by City Secretary)*

**TBG PARTNERS**

  
\_\_\_\_\_  
Blake Coleman, PLA  
Principal

**CITY OF LEAGUE CITY**

\_\_\_\_\_  
John Baumgartner, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Diana Stapp, City Secretary

\_\_\_\_\_  
Office of the City Attorney

## EXHIBIT A

Exhibit A follows this page and contains 10 pages

06/25/24



Mr. Chien Wei  
Director of Parks & Cultural Services  
Parks & Cultural Services  
City of League City  
512 2<sup>nd</sup> Street  
League City, Texas 77573

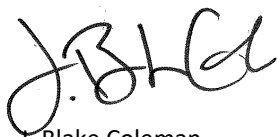
Request for Additional Services No. 8  
Client: City of League City  
Project: Bay Colony Park  
Location: Ervin Rd., League City, Texas  
TBG Project: #H19144

Dear Mr. Wei,

Please allow this letter to serve as our request for TBG to provide Additional Services on the subject project. This request is made based upon your request for the following services, which are not included in our original agreement dated 2/28/2020 (project #H19144). Prior to our proceeding with these requested services, we require receipt of written authorization as noted below.

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,



J. Blake Coleman PLA  
Principal

TBG  
1333 w. loop south  
suite 1450  
houston, texas 77027

[713] 439 0027  
tbgpartners.com

## additional scope of services

The following scope of Additional Services addresses the revised Drainage Impact Analysis for detention and drainage design revisions based on the change in proposed alignment of SH99 by TXDOT. It also includes the documentation of Deduct Alternate #1 and #2 in the attached Exhibit A-1 & A-2. Deduct Alternate #1 and #2 will be documented within the base scope of services and delivered together as one (1) bid package. Schedule will be updated to include time extensions noted for each task below. All work will be performed per the terms and conditions of the approved professional services agreement dated 2/28/2020 for tasks and deliverables associated with items 1-3 below. Reference Fee spreadsheet on page 4.

- 01\_ TBG and its consultants will provide design and engineering services for the following items related to the changes in the SH99 proposed layout by TXDOT:
- a. Revised drainage and detention design to service scope above.
  - b. Revised Drainage Impact Analysis report for updated detention design.
  - c. Revised sitework, landscape and irrigation design.

Schedule Extension: 8 weeks

- 02\_ TBG and its consultants will provide construction document and specification revisions to include the following deduct alternates, as noted in exhibits A-1 and A-2.
- a. Removal of Baseball 4-Plex from Scope
  - b. Removal of 133 Spaces from Parking Lot

Schedule Extension: 8 weeks

- 03\_ TBG Administration, Coordination and Management of consultants for Deduct Alternate scope.

## proposal assumptions

TBG's Additional Services 8 proposal is based upon the approved professional services agreement proposal assumptions dated 2/28/2020. The following proposal assumptions apply to Additional Services 8 scope of work:

- TBG and consultants will request written authorization for each task noted in our proposal from the City prior to proceeding with any work.
- All design and engineering services, including detention and drainage, related to the future Grand Parkway ROW are excluded. TBG assumes that this land will not be included as part of the park development.

## fee summary

These services will be billed to you under our job number H19144 for the lump sum amount noted below, per the terms and conditions of our contract with you dated 2/28/2020.

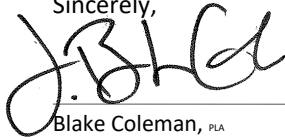
The lump sum fee for this Additional Service is \$124,215. Following is a summary of our contract, including this Additional Service Request #8:

Original contract (02/28/2020) – previously approved	\$998,750.00
Additional service #1 (01/12/2021) – previously approved	\$149,346.85
Additional service #2 (05/03/2021) – previously approved	\$22,364.00
Additional service #3 (revised 04/05/22) – previously approved	\$1,870,580
Additional service #4 (04/05/2022) – previously approved	\$36,200
Additional service #5 (06/09/2022) – previously approved	\$314,700
Additional service #6 (02/08/2023) – previously approved	\$19,900
Additional service #7 (08/10/2023) – previously approved	\$13,200
Additional service #8 (04/15/2024) *	\$124,215
Revised contract amount	\$3,549,255.85

\* Refer to Exhibit C for fee breakdown

We request your written approval of this authorization for Additional Services by signing and returning one copy of this letter for our files. We will not proceed with this work prior to receipt of your approval. If this is not your understanding, or if you have questions regarding the above, please contact me immediately.

Sincerely,



Blake Coleman, <sup>PLA</sup>  
Principal

6/25/2024

DATE

Approved and agreed:

City of League City

\_\_\_\_\_  
BY Authorized Agent

\_\_\_\_\_  
DATE

## EXHIBIT A-1

### Bay Colony Park - Proposed Additional Alternate Summary

<u>Alternate:</u>	<u>Description:</u>	<u>Estimated Impact to Schedule:</u>	<u>Estimated Construction Cost:</u>	<u>Estimated Design Fees:</u>	<u>Total Estimated Alternate Cost:</u>
<b>Deduct Alternate 01</b>	<b>** Removal of Baseball 4-Plex from Scope</b>	<b>4 weeks</b>	<b>\$ (9,154,722.00)</b>	<b>See Below</b>	<b>See Below</b>
The following items will be affected by the removal of scope associated with this alternate: <ul style="list-style-type: none"> <li>- Baseball fields, bleachers, fencing, site furnishing and all Baseball specific sports products.</li> <li>- Baseball Concession and Bathroom Building and all utility connections</li> <li>- All utility main lines (water, sanitary, electrical) will be capped at a location where it can be easily accessed and tied in at a future date.</li> <li>- Removal of all lighting fixtures, wiring and controllers.</li> <li>- Removal of all landscaping and to be replaced with hydroseed with temporary irrigation until establishment.</li> <li>- Clearing and rough grading will remain in base scope. Fine grading will not be included for area where Baseball Complex was removed.</li> <li>- Removal of 2000 linear feet of decomposed granite trail from Trail Alternate</li> </ul>					
<b>Deduct Alternate 02</b>	<b>Removal of 133 Spaces from Parking Lot</b>	<b>4 weeks</b>	<b>\$ (338,561.46)</b>	<b>See Below</b>	<b>See Below</b>
The following items will be affected by the removal of scope associated with this alternate: <ul style="list-style-type: none"> <li>- Removal of concrete for parking lot drive aisle and parking stalls to be replaced with hydroseed and temporary irrigation until establishment.</li> <li>- Removal of all lighting fixtures, wiring and controllers associated with parking area to be removed.</li> <li>- Clearing and rough grading will remain in base scope. Fine grading will not be included for area where Baseball Complex was removed.</li> </ul>					
<b>Totals:</b>		<b>8 weeks</b>	<b>\$ (9,493,283.46)</b>	<b>\$ 63,300.00</b>	<b>\$ (9,429,983.46)</b>

\*\* Design fees are based on assumption that documentation of Deduct Alternate 01 is the foundational alternate.  
 Design fees for Deduct Alternate 02 is assumed to be supplemental to the base design fee for Deduct Alternate 01.  
 Design fees for Deduct Alternate 02 may need to adjust if Deduct Alternate 01 is not approved for documentation.



**EXHIBIT A-2**

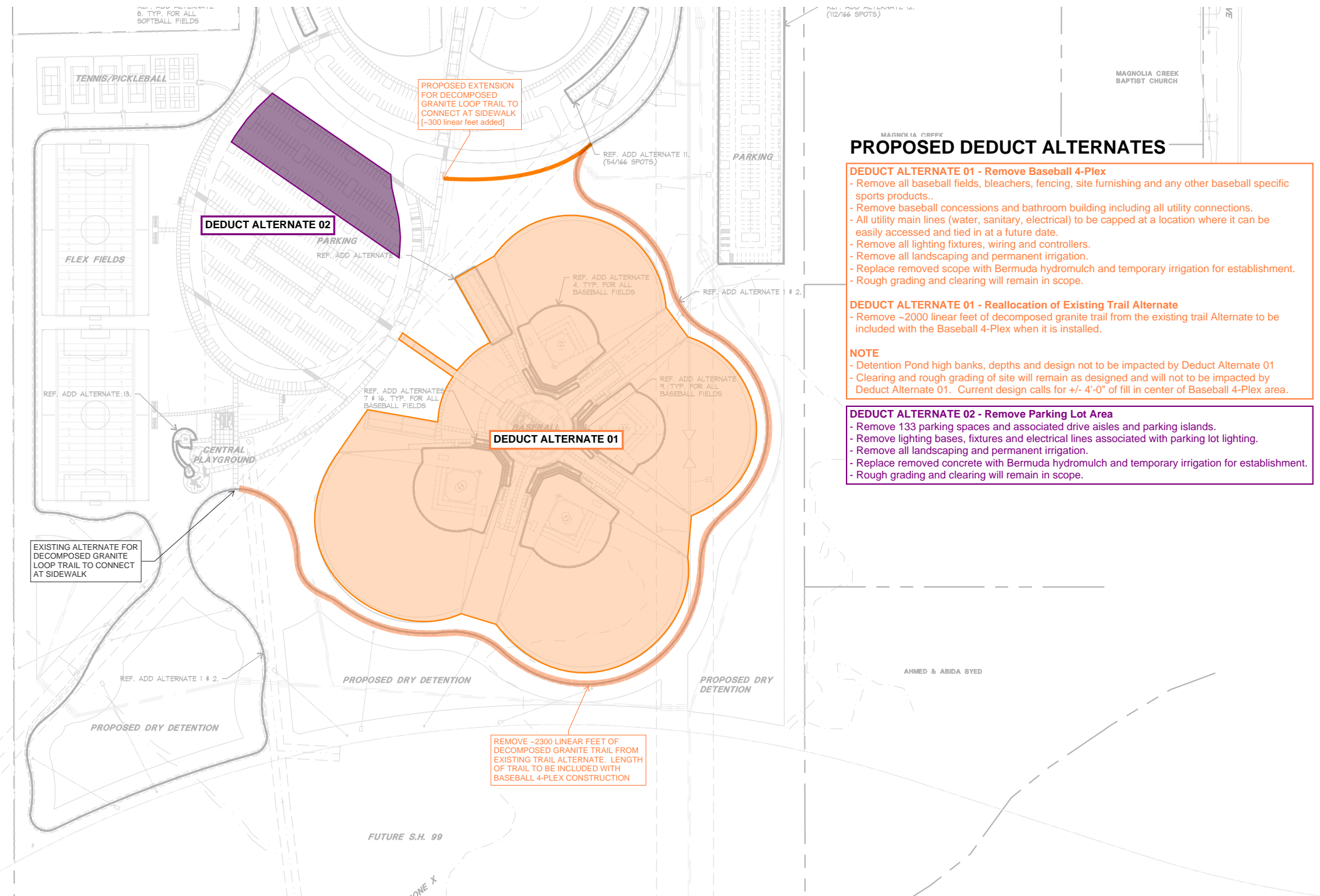
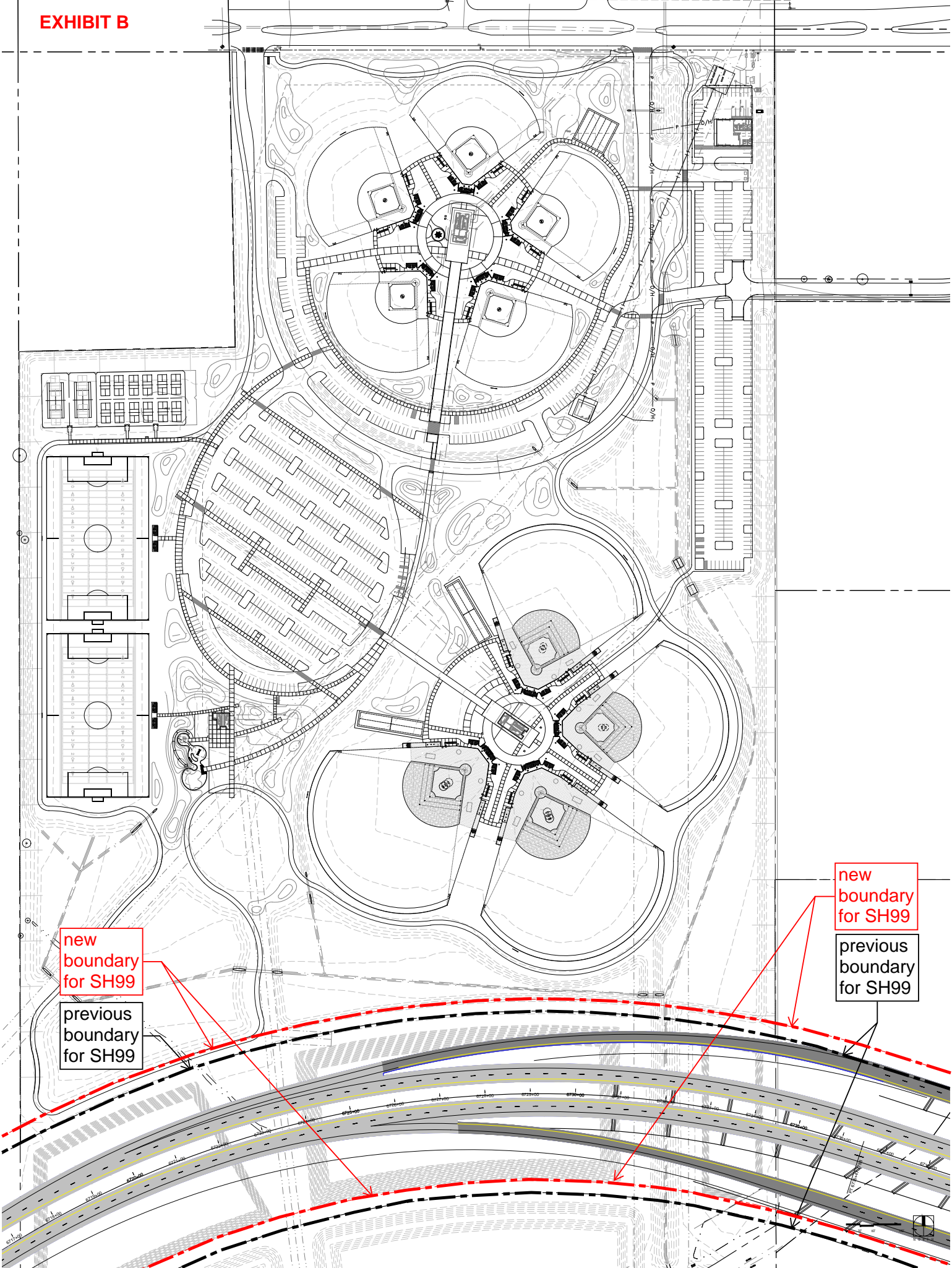


EXHIBIT B





## Bay Colony - Additional Service 8

Prepared by TBG Partners

June 25, 2024

<b>TASK 01 - SH99 Updates</b>			
<b>Basic Services</b>	Proposal subtotal	Administration (TBG)	Total Fee
TBG Basic Services - SH99 Updates	\$ 28,000	n/a	\$ 28,000 *
4/11/2024 WGA Proposal - SH99 Detention Updates	\$ 20,000	5%	\$ 21,000 *
<b>Task 01 - Basic Services Subtotal</b>			<b>\$ 49,000</b>
<b>Special Services</b>	Proposal subtotal	Administration (TBG)	Total Fee
4/11/2024 WGA Proposal - Drainage Impact Analysis	\$ 25,000	5%	\$ 26,250 *
<b>Task 01 - Special Services Subtotal</b>			<b>\$ 26,250</b>
<b>Task 01 - Basic Services and Special Services Total</b>			<b>\$ 75,250</b>
*Time Critical Fees Subtotal			\$ 75,250

<b>TASK 02 - Deduct Alternate Updates</b>			
<b>Basic Services</b>	Proposal subtotal	Administration (TBG)	Total Fee
TBG Basic Services - Deduct Alternates	\$ 35,000	n/a	\$ 35,000 *
4/10/2024 WGA Proposal - Deduct Alternates	\$ 7,500	5%	\$ 7,875 *
4/10/2024 Telios Proposal - Deduct Alternates	\$ 5,800	5%	\$ 6,090 *
<b>Task 02 - Basic Services Subtotal</b>			<b>\$ 48,965</b>
<b>Task 02 - Basic Services and Special Services Total</b>			<b>\$ 48,965</b>
*Time Critical Fees Subtotal			\$ 48,965

Task 01 Sub-Total	\$ 75,250
Task 02 Sub-Total	\$ 48,965
<b>Basic Services and Special Services Total</b>	<b>\$ 124,215</b>
*Time Critical Fees Subtotal	\$ 124,215

Note: Time Critical Items will be completed according to the extension of schedule as noted within the Additional Scope of Services section of this proposal. Schedule will commence with Notice to Proceed from City for each Task.

Note: Fees above are contingent upon approval within 60 days from proposal submittal date (6/25/2024). Fees not approved within 60 days are subject to change.

Total TBG Basic Services fee includes fees for the following:

- Landscape architectural and irrigation design
- Mechanical, electrical, and plumbing engineering
- Structural engineering
- Civil engineering



April 12, 2024

Mr. Blake Coleman, PLA  
TBG Partners  
3050 Post Oak Blvd, Suite 1100  
Houston, Texas 77056  
By email: [blake.coleman@tbgpartners.com](mailto:blake.coleman@tbgpartners.com)

RE: Proposal for Additional Services  
Bay Colony Park  
City of League City, Galveston County, Texas  
WGA Project No. 00244-008

Dear Mr. Coleman,

Ward, Getz and Associates, PLLC (Consultant) is submitting this proposal to TBG Partners (Client) to provide Additional Services for the above reference project. Our scope of services and fee is below.

#### **Scope of Services**

The following fees assume the project will be designed and permitted as one phase. If broken into separate phases and separate plan sets the fees will increase.

- I. **Site Plan Updates (SH99/Maintenance Yard)** **\$ 20,000**  
Consultant will revise plans to reflect changes to the SH 99 alignments and adjustments to the Maintenance Yard. Additionally, Consultant will redesign the detention ponds to accommodate the changes and to account for lost area due to wetland avoidance.
- II. **DIA Update (Site Plan Changes).** **\$ 25,000**  
Consultant will update the Drainage Impact Analysis (DIA) to reflect the above referenced site plan changes.
- ~~III. **Calder Road Modification** **\$ 45,000**~~  
Consultant will revise plans to show the new location of Calder Road. This is inclusive of detention design to accommodate the new road location and site plan adjustments required.
- ~~IV. **DIA Update (Calder Road).** **\$ 25,000**~~  
Consultant will update the Drainage Impact Analysis (DIA) to reflect the above referenced site plan changes.
- V. **Deduct Alternate Documentation** **\$ 7,500**  
Consultant will revise plans to show alternate designs to deduct the Baseball Complex and parking alternate options. We have assumed that alternates will be provided in the master plan set and no additional plan sets will be provided.

04.10.2024

Lauren Patel  
Senior Associate  
TBG Partners  
3050 Post Oak Blvd. #1100  
Houston, Texas 77056

Re: Bay Colony Park – League City, TX  
Mechanical, Electrical and Plumbing Engineering Add Service Proposal

Lauren,

Telios is pleased to submit the following Additional Service Proposal Agreement for the aforementioned project based on the following scope changes.

Description

Deduct Alternate 01

- Removal of Baseball 4-Plex from Scope
  - Removal of all lighting fixtures, wiring, and controllers

Deduct Alternate 05

- Removal of 133 Spaces from Parking Lot
  - Removal of all lighting fixtures, wiring, and controllers

The additional service fee for the aforementioned scope shall be a fixed fee of \$5,800.00.

The Additional Terms and Conditions of our original proposal agreement (Exhibit A) dated April 19, 2022 are incorporated herein as if set out in full for all purposes and shall remain in effect and applicable to this Additional Service.

If this proposal is acceptable, please sign the Authorization to Proceed and Acceptance of Terms below and return back to me.

Respectfully submitted and agreed to as proposed herein,

TELIOS CORPORATION

A handwritten signature in cursive script that reads 'Amanda J. Kirkwood'.

Amanda J. Kirkwood, PE, MS  
Vice President

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