



PROFESSIONAL SERVICES AGREEMENT

(version 5-1-2020)

This AGREEMENT (“Agreement”) is entered by and between **Burditt Consultants, LLC** (“Professional”), located at **310 Longmire Road, Conroe, Texas, 77304** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Project Proposal - UNDERSTANDING OF WORK: Design and Construction Administration Services for 3 Kayak Launch Sites associated with the Clear Creek Connections Paddle Trail**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **July 21, 2020** and shall expire on **December 31, 2023**. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$439,340.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below:
 - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
 - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
 - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay

all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as Time Critical on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City’s confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional’s possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.

9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBPROFESSIONAL, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as

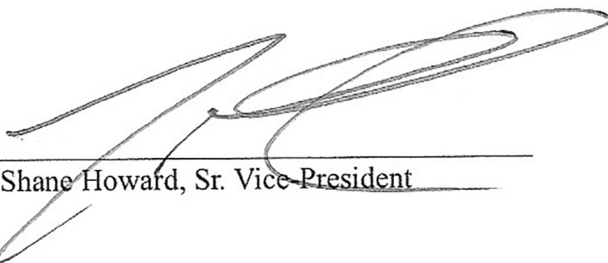
if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

(signature block on next page)

Executed on _____. (date to be filled in by City Secretary)

BURDITT CONSULTANTS, LLC - "Professional"



J. Shane Howard, Sr. Vice-President

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(The following document is made up of 7 number of pages, including this page)

See the following pages for the Professional's proposal and other exhibits.

UNDERSTANDING OF WORK

- I. Burditt is to provide design and construction administration services for three kayak launches along League City's Clear Creek Connections Paddle Trail.
- II. The specific elements of the three (3) kayak launch sites that are relevant to Burditt's Scope of Work will be:
 - A. Kayak Launch at Kansas Avenue/Kilgore Tract at Clear Creek to include -
 1. Parking lot, including striping, curbing, wheel stops, signage, gates
 2. Handicapped access from the parking lot to the launch facility
 3. Handicapped accessible launch structure
 4. Support structures and other facilities as determined in the Final Program, such as trash cans and picnic tables
 5. Improvements to shoreline, including removal of rip-rap and pilings as allowed by the project budget
 6. Wayfinding and Other Signage
 - B. Kayak Launch at Dr. Ned & Fay Dudley Clear Creek Nature Center in conjunction with the 270 Boat Ramp site, to include:
 1. Parking lot or Parallel Parking, including striping, curbing, wheel stops, signage, gates
 2. Handicapped access from the parking lot to the launch facility
 3. Handicapped accessible launch structure
 4. Support structures and other facilities as determined in the Final Program
 5. Improvements to shoreline
 6. Wayfinding and Other Signage
 - C. Kayak Launch at Future North Landing Blvd Extension and Myrtle Park at Clear Creek to include -
 1. Design of Kayak Launch Site access roadway parallel to North Landing Boulevard Extension,
 2. Parking Lot or Parallel Parking, including striping, curbing, wheel stops, signage, gates
 3. Handicapped access from the parking lot to the launch facility
 4. Handicapped accessible launch structure
 5. Wayfinding and Other Signage Support structures and other facilities as determined in the Final Program
 - D. Special Services required to fully assess and design launch sites include:
 1. Boundary and topographic survey for each site
 2. Hydrologic and hydraulic ("H&H") study for any relevant areas
 3. Geotechnical report for each site
 4. Tree surveys as required for each site
 5. Wetland Delineation for each site
 6. Phase I Environmental Site Assessment for each site
 7. USACE Permit for each site (if needed)
 8. Necessary stakeholder, staff, and public meetings as required for final programming, planning, and informational updates on design/construction
 9. Reimbursable expenses, including TDLR project registration, plan and site review, and final inspection fees.
- III. Burditt shall provide the following Scope of Work including all necessary subconsultants included within the Fee for Basic Services and the cost estimates secured from subconsultants for Special Services.

SCOPE OF WORK

I. Preliminary Design:

- A. Conduct initial Project Kickoff Meeting. During this meeting, a recommended Project Schedule will be presented and refined covering the approximate planning, design, and construction period(s). Tasks will be addressed with goals and objectives reaffirmed.
- B. During initial meeting, we will coordinate again on design intentions, improvements, limits of work, construction estimates, and team member roles.
- C. Conduct survey of each site including boundary and topographic as well as any surface water calculation as required by the Texas General Land Office for lease.
- D. Receive and review available survey information such as topography, boundary, easements, and utilities (all as applicable to assignments). Order any necessary survey and studies as may be required.
- E. Order geotechnical, wetland delineation, and Phase I Environmental Site Assessment studies as required.
- F. Review applicable documents as to relevant regulatory and current City code status as well as other regulatory standards.
- G. Conduct initial site issues and field inspection regarding general topography, accessibility, drainage, and suitability for intended uses.
- H. Review preliminary engineering constraints and opportunities, and document.
- I. Design in accordance with City of League City Land Development Regulations, USACE, TCEQ, and TxDOT standards as applicable.
- J. Determine need for USACE Permit(s) and initiate the permit process.
- K. Coordinate securing of building permit. City will be responsible for any fees.
- L. Coordinate with TxDOT:
 - 1. for use of right-of-way along turn-around road at Highway 270 Boat Ramp
 - 2. for timing of Landing Boulevard extension and issues related to connections to the new roadway
- M. Determination of required land acquisition for Landing Boulevard/Myrtle Park kayak launch roadway and other features. Land acquisition to be handled by City staff.
- N. Meet with relevant stakeholder groups and public as deemed necessary by City staff and the design team. Up to 4 meetings are included in the cost of Basic Services.
- O. Prepare commensurate Preliminary Opinion of Probable Costs (OPCs) for conceptual designs.
- P. Present conceptual designs for comment and consideration.
- Q. Respond to input, make revisions, and move City's preferred design concept and design budget to Final Design.

II. Final Design Phase:

- A. Coordinate with necessary subconsultants and vendors on applicable components for construction drawings.
- B. Coordinate with geotechnical specialists as needed.
- C. Coordinate with, and secure, specialized vendor-supplied elements as required, including USACE Permit(s)
- D. Revise and update CADD base drawings from Landscape Architect, Civil Engineer, and others as required to prepare final Construction Documents.
- E. Prepare Final Construction Document Design at specific percentages as directed (e.g. 30%, 60%, 90% Construction Documents) consistent with the requirements outlined in Exhibit B and provide updated Opinions of Probable Cost at each review stage
- F. Update Final Opinion of Probable Costs and review with Design Team for approval.
- G. Produce Final Sealed Architectural Plans, Details, and Specifications
- H. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
- I. Produce Final Sealed Civil Engineering Plans (if appropriate to projects), Details and Specifications

- J. Register the project with TDLR, provide accessibility permitting, respond to comments generated by the initial submittal to the Registered Accessibility Consultant (RAS) All fees associated with TDLR permitting and reviews will be billed as reimbursables to the City. Review bidding requirements (front end documents) consistent with the requirements outlined in Exhibit B.
- K. Prepare Project Manual

III. Bid and Award Phase:

- A. Attend meeting with City Staff (Procurement Representatives) to review bidding dates, and probable construction timelines/deadlines.
- B. Prepare electronic copies of bid package(s) and forward to Staff, Purchasing and to outside contract printing providers.
- C. Arrange and Conduct the Pre-bid meeting(s).
- D. Respond to requests for information (RFI) and questions from bidding contractors.
- E. Issue Addenda as required.
- F. Tabulate Bids and Make Recommendation on Contract Award(s).
- G. Assist City in preparation and execution of Construction Contract(s).

IV. Construction Administration/Observation Phase:

- A. Arrange and Attend the Project Pre-Construction Conference.
- B. Perform Construction Observation site visits at intervals appropriate to the stage of construction as related to all project elements.
- C. Issue Observation Reports following site visits.
- D. Provide recommendations to address changed or unforeseeable conditions that may manifest during construction.
- E. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals from vendors and contractors.
- F. Prepare change orders for contractor and make recommendations for their handling.
- G. Attend construction progress meetings as determined necessary between Staff and Consultant.
- H. Perform Substantial Completion Site Visit to prepare punch list items for completion.
- I. Submit Substantial Completion Observation Report to Staff.
- J. Review Contractor Pay Applications and Submittals as required.
- K. Handle post construction TDLR inspection.
- L. Coordinate with the Contractor for the preparation and submission of a Record Drawing Set based on the final construction work.
- M. Conduct Final Completion Observation and Closeout; develop and deliver final report to Owner
- N. Provide AutoCAD drawings as requested.

PROFESSIONAL FEES

Based upon project goals identified by the City, and an understanding of the project scope and service as defined herein, the project will be invoiced monthly on the fee basis as outlined below. The fees depicted here represent the additional fees to any original Agreement and any associated amendments:

- A. BASIC SERVICES FEE (Time Critical Tasks are marked with an asterisk following the Lump Sum amount. Item C. below is the total of these Time Critical Basic Services Fees and the Time Critical Additional Services found below and marked with an asterisk):**

Based on the proposed Scope of Work and general program currently at an Initial Opinion of Probable Cost of \$1,084,332, we propose the following fee structure for services:

	Kansas	Landing	Nature Center
Construction Budgets -	\$201,293	\$709,132	\$173,907
Basic Services Fees:			
PHASE I: Preliminary Design (Lump Sum) 40%	\$24,922*	\$41,858*	\$7,900*
PHASE II: Final Design (Lump Sum) 40%	\$24,922*	\$41,858*	\$7,900*
PHASE III: Bid and Award (Lump Sum) 5%	\$3,115	\$5,232	\$988
PHASE IV: Construction Administration/Observation (Lump Sum) 15%	\$9,346	\$15,697	\$2,962
Total Basic Services Fees per Project	\$62,305	\$104,645	\$19,750

Burditt has assumed construction budgets depicted above for the scope of work identified in this agreement. Should any budget be reduced or increased in excess of 10% between the time of completion of schematic design or final design, Burditt may be entitled to compensation for the additional services involved or the City may be entitled to a reduction in fees.

- B. SPECIAL SERVICES FEES (Time Critical Items are marked with an asterisk at the right end of the line) (all Special Services are Time/Materials not to Exceed unless otherwise indicated):**

1. Design Support

	Kansas	Landing	Nature Center
a. Boundary and topographical survey (cost plus 5%) Lump Sum	\$12,611*	\$16,485*	\$15,015*
b. Geotechnical Report (cost plus 5%) Lump Sum	\$6,510*	\$6,195 *	\$6,354*
c. Hydrological/Hydraulic study (cost plus 5%)	\$7,350*	\$7,350*	\$7,350*
Total Design Support Special Services per Project	\$26,471	\$30,030	\$28,719

2. Permitting & Regulatory Support (all billed on T&M basis from a Not to Exceed amount)

	Kansas	Landing	Nature Center
a. TxDOT Permitting (cost plus 5%)	-	\$10,500	\$19,950
b. Regulatory Support:	<p style="text-align: center;">\$136,970</p> <p style="text-align: center;"><i>This assumes all 3 launches are authorized concurrently. Any separation of these projects will likely increase cost.</i></p>		
Wetland Delineation			
USACE Regional General Permitting/LOP			
GLO Coastal Lease			
Cultural Resources Survey-Desktop			
Coordination			
Total Permitting & Regulatory Support Services not to exceed per Project	\$167,420		

SUBTOTAL, SPECIAL SERVICES FEE \$252,640
TOTAL, BASIC SERVICES AND SPECIAL SERVICES FEE \$439,340

C. TOTAL OF FEES FOR TIME CRITICAL TASKS:\$234,580 *

D. TIME ALLOTMENT/SCHEDULE FOR ALL TASKS:

I. Preliminary Design Phase

Completed within 90 days after project start date delineated in Section 2 of this Agreement.

II. Final Design Phase

Completed within 90 days after Preliminary Design approval pending Permitting and Conditional Regulatory outcomes

III. Bid and Award Phase

Allow 60 days after following acceptance of Sealed Construction Documents

IV. Construction Administration Phase

For the duration of Construction

Burditt assumes 5 business days for City review of any submitted documents associated with the Preliminary Design Phase and through 30% drawings in the Final Design Phase or requests for information. Any City review delay beyond a 5-day period for those stages of the project will advance the Time Critical Target by an equal number of days for the purpose of assessing consequences in Section 5, Liquidated Damages provision of this Professional Services Agreement. For all other stages of design, Burditt assumes 21 business days for review of and comment on drawings. Any City review delay beyond a 21-day period for those remaining stages of the project will advance the Time Critical Target by an equal number of days for the purpose of assessing consequences in Section 5, Liquidated Damages provision of this Professional Services Agreement.

Likewise, any tasks which are, or become the responsibility of, the City which impact the delivery of the project timeline will advance relevant Time Critical Targets by an equal number of days for the purpose of assessing consequences in Section 5, Liquidated Damages provision of this Agreement.

Finally, any Additional Services requested by the City will necessarily impact Time Critical tasks. As such, Burditt will inform the City of any potential impacts to the Time Critical tasks. The parties mutually agree that the number of additional days of impact on subsequent Time Critical tasks will advance the Target by an equal number of days for the purpose of assessing consequences in Section 5, Liquidated Damages provision of this Agreement.

The parties agree Burditt is not responsible for the delivery of construction services and Burditt has no direct authority over the General Contractor as to means and methods of delivery, subcontractor performance, quality of construction, schedule, or any other matter directly emanating from the construction provider. Our Construction Administration services result in Burditt serving as a liaison, and in an advisory role, to the City. As such, Burditt shall have no Time Critical tasks beyond those in Construction Administration III.D "Arrange and conduct the Pre-Bid Meeting" for the purposes of Section 5 absent clear and compelling documentation that Burditt's performance is the sole cause of any subsequent construction delays. All other performance parameters binding Burditt during Construction Administration are limited to those provisions in the Agreement for which the City enjoys as accountability to Burditt's performance and protection of the City's interest.

BURDITT CONSULTANTS, LLC
2020 HOURLY RATES

Hourly Basis Rates for Professional Services are as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$180
Program Manager	\$175
Project Manager	\$160
Project Architect/Landscape Architect	\$145
Senior Planner	\$145
Senior Urban Forester	\$145
Wetland Scientist	\$135
Natural Resource Planner	\$135
Licensed Irrigator	\$135
Geographic Information Systems (GIS) Planner	\$130
Planning Associate	\$120
Architecture/Landscape Architecture Associate	\$110
CAD Designer II	\$ 90
CAD Designer I	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due upon receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date. Reimbursable expenses and approved Additional Services shall be charged at cost plus an administrative fee of 5%.

June 12, 2020

Proposal

Mr. Shane Howard
Sr. Vice President – Strategy & Development
Burditt Consultants LLC
310 Longmire Road
Conroe, TX 77304

RE: League City – Kayak Launches
LJA Proposal No. 18-02446_CO6_R3
Project No. B1036-1002

Dear Mr. Howard,

LJA Engineering, Inc. (LJA) appreciates the opportunity to offer services to you on the referenced project. We understand that Burditt Consultants LLC (Burditt) is requesting engineering support for 2 new proposed kayak launches along Clear Creek for the City of League City. In response to Burditt's request we developed the following proposed scope.

SCOPE OF WORK

PHASE 210 – SURVEY – LANDING / MYRTLE

Conduct a topographic survey of roughly 7 acres for the League City kayak launch new proposed location at the proposed Landing Blvd Extension and south edge of Myrtle Park. Bathymetric data will be collected along the bank at the location of the launch. Additionally, conduct a boundary survey with review by a LSLS for determination of the GLO lease boundary.

PHASE 220 – SURVEY – KANSAS

Conduct a topographic survey of roughly 1 acre for the League City kayak launch new proposed location at northeast terminus of Kansas Ave. Bathymetric data will be collected along the bank at the location of the launch. Additionally, conduct a boundary survey with review by a LSLS for determination of the GLO lease boundary.

PHASE 230 – SURVEY – DUDNEY NATURE CENTER

Conduct a topographic and bathymetric survey of roughly 5 acres for the League City kayak launch new proposed location in the lagoon to the south of FM 270. Bathymetric survey will be conducted from the proposed launch location out into the water 50' from the shoreline. Additionally, conduct a boundary survey with review by a LSLS for determination of the GLO lease boundary.

PHASE 410 – REGULATORY SUPPORT – LANDING / MYRTLE, KANSAS & DUDNEY NATURE CENTER

The LJA Team understands this task is on a critical path for the desired installation of an ADA-compliant, floating kayak launch at the northeast terminus of Kansas Avenue, at the proposed

Landing Blvd Extension and south edge of Myrtle Park on Clear Creek and in the lagoon to the south of FM 270 near the Dudney Nature Center. The following SOW will be completed for each location.

Provider staff will prepare, and submit, the necessary documents for authorization under a Regional General Permit (RGP) or Letter of Permission (LOP) with the US Army Corps of Engineers (USACE) Galveston District. The LJA team will also conduct a wetland delineation of the proposed site. Included in this effort is compliance with standard Section 7 and 10 NEPA/NOAA, TPWD, and Section 401 TCEQ requirements.

Provider staff will also prepare, and submit, the necessary documents for obtaining authorization, in the form of a Coastal Lease, from the Texas General Land Office for projects constructed on state-owned submerged land.

Please note, preliminary data collection and design work from other phases of the project will be required prior to submission, and completion, of this phase of the project.

Please also note Regulatory and Environmental laws, regulations, and policies are in a constant state of change and are subject to differing interpretations by various agencies. Permitting performed by governmental agencies is unpredictable. All time frames, and probable costs, given to clients by LJA regarding the length of time and funds necessary to obtain a permit, or other agency clearances, are estimates and NOT a guarantee. There is also NO assurance a permit/concurrence will be granted by a government agency. In addition, there is no assurance the governmental review process will NOT alter the scope of the project, require additional information/studies not originally anticipated, require special meetings, or require additional fees outside those estimated herein. The client agrees to not hold LJA liable for delays or additional information requests by any governmental agency as it attempts to secure a permit or agency clearance while acting on behalf of the client.

Milestone activities/work products include the following:

- a) Field work
- b) Exhibits
- c) Supporting agency requirements (TCEQ, NOAA, TPWD, etc)
- d) Permit preparation/USACE RGP Package
- e) Permit preparation/GLO Coastal Lease Package
- f) Wetland delineation
- g) Response to permitting and other agency comments/revisions
- h) Permit execution
- i) Documentation for City file

Cultural Resources Surveys

For each site, a cultural resource review will be completed by Provider personnel, if desired, to satisfy Texas Historical Commission (THC) requirements. This would include a 'desktop' review of historic features, activities, etc. within the project site, as well as a consultation letter with interested agencies.

Some factors that may influence the effort required to address historic requirements, and obtain regulatory approval, are outside the Provider's control. For example, in the event TPWD, U.S. Army Corps of Engineers (USACE) or THC requires field verification and testing of the project area, a Marine Archeologist would be engaged for topographic and hydrographic surveying and reporting. As such, the level of effort for this task is our best estimate and may require updating as new information emerges.

Milestone activities/work products would include the following:

- a) Historic and cultural survey (desktop)/summary memo
- b) NHPA Section 106 Compliance documentation/summary memo

Costs related to the Cultural Resource Surveys will be provided upon request.

Phase 410 effort assumes the following:

- An Individual Permit(s) is not required
- Dredging is not required at any of the sites
- No ESA is required at any of the sites

PHASE 500.1.10 & 30 – TxDOT PERMITS – (10) LANDING / MYRTLE & (30) DUDNEY NATURE CENTER

This proposal includes preparing required exhibits, documentation as part of the driveway permit application package for TxDOT and preparing schematic layout of the proposed parking lot. The scope also includes coordinating and obtaining approval for the driveway permit.

The scope of this phase will be as follows:

1. PARKING LOT SCHEMATIC

- A. Prepare and submit a Draft parking lot schematic per the City of League City parking standards
- B. Review comments if any from TxDOT, and City of League City. Prepare response to comments.
- C. Address comments, finalize schematic, resubmit for approval.
- D. Conduct Hydraulics review and prepare drainage design plan set

2. DRIVEWAY PERMIT APPLICATIONS

LJA will prepare and submit on behalf of the client, one driveway permit applications for the access drive to the Myrtle Park location off the proposed Landing Blvd extension and one driveway permit application for the access drive to proposed Dudney Nature Center kayak launch parking. LJA will coordinate and gather approval of the driveway permit from relevant permit overseeing jurisdiction.

3. COORDINATION AND APPROVALS

LJA will coordinate with the client, City of League City and TxDOT for approval of the parking lot schematic and Driveway permit.

The TxDOT and local agencies review duration time varies. However, LJA anticipates receiving comments from them within six (6) weeks after submitting the TIA. LJA will revise

the TIA (up to once) to address the comments within two (2) weeks and will submit a final signed and sealed copy of the plan set for City of League City and TXDOT approval.

PHASE 500.2.10, 20 & 30 – HYDRAULIC IMPACT ANALYSIS – (10) LANDING / MYRTLE, (20) KANSAS & (30) DUDNEY NATURE CENTER

We will perform a simple impact analysis to compare existing and proposed conditions and make recommendations in order to develop mitigation plans with cut and fill cross sections as well as a no-rise certificate.

PHASE 600 – BID PHASE AND CONSTRUCTION SUPPORT

Provide support such as bidding assistance, answer RFIs, review submittals, conduct construction site visits.

COMMERCIAL TERMS

We propose to provide the scope of service described above based on the following fee schedule.

___ PHASE 210 – SURVEY – LANDING / MYRTLE	LUMP SUM	\$ 15,700.00
* This effort is based on the current condition of the site and NTP occurs within one year.		

___ PHASE 220 – SURVEY – KANSAS	LUMP SUM	\$ 12,010.00
* This effort is based on the current condition of the site and NTP occurs within one year.		

___ PHASE 230 – SURVEY – DUDNEY NATURE CENTER	LUMP SUM	\$ 14,300.00
* This effort is based on the current condition of the site and NTP occurs within one year.		

___ PHASE 410 – REGULATORY SUPPORT – LANDING / MYRTLE, KANSAS & DUDNEY NATURE CENTER		
	T&M	\$ 130,450.00

**The fee for this phase is based on authorization of all three sites at the same time and the work is completed simultaneously as a single project. Independently authorizing sites would key additional effort and could increase the cost.*

___ PHASE 500.1.10 – TxDOT PERMITS – LANDING / MYRTLE		
	T&M	\$ 10,000.00

___ PHASE 500.1.30 – TxDOT PERMITS – DUDNEY NATURE CENTER		
	T&M	\$ 19,000.00

___ PHASE 500.2.10 – HYDRAULIC IMPACT ANALYSIS – LANDING / MYRTLE		
	T&M	\$ 7,000.00

___ PHASE 500.2.20 – HYDRAULIC IMPACT ANALYSIS – KANSAS		
	T&M	\$ 7,000.00

__PHASE 500.2.30 – HYDRAULIC IMPACT ANALYSIS – DUDNEY NATURE CENTER
T&M \$ 7,000.00

__PHASE 600 – BID PHASE AND CONSTRUCTION SUPPORT
T&M (This CO) \$ 20,000.00

The proposed work is intended to include foreseeable effort necessary to achieve the City's desired results. Provider staff proposes to complete phases of this work on a Time and Materials basis as indicated with a cost not to exceed without prior authorization. We will notify you immediately of any circumstances that may create a need to extend this limit.

If this proposal meets with your approval, please initial by approved phase increase and execute a copy, returning one copy to our office and keeping one copy for your records. Your signature will be sufficient authorization to commence work.

We look forward to working with you and are excited about this opportunity to provide engineering services to Burditt. If you have any questions or comments about our proposal, please do not hesitate to contact me directly at (713) 953-5199.

Kindest Regards,



Robin Warrick, PE
Project Manager



Bill Worsham, PE
Coastal Engineering Director

**APPROVED FOR BURDITT CONSULTANTS
LLC**

By: _____

Name: _____

Title: _____

Date: _____

RCW/sp

Tolunay-Wong Engineers, Inc.

10710 South Sam Houston Parkway West, Suite 100 * Houston, Texas 77031 * 713-722-7064 * Fax 713-777-0341

November 18, 2019

City of League City
c/o Burditt Consultants, LLC
310 Longmire Road
Conroe, Texas 77304

Attn: Claudia T Walker, RLA

Ref: **Proposal for Geotechnical Consulting Services**
Myrtle Park, Kansas Avenue and FM 270 Kayak Launches
Galveston County, Texas
TWE Proposal No. P19-G198 (Rev. 1)

Dear Ms. Walker,

We appreciate the opportunity to submit this updated proposal to conduct geotechnical studies for the referenced projects. This proposal presents a general description of the project, a proposed scope of services and the cost for these services.

Project Description

The projects include the design and construction of three new kayak launches supported on timber piles, and asphalt paved parking areas located at Myrtle Park, Kansas Avenue and FM 270. We were provided conceptual site plan drawings showing the relative placement of project elements at each project location.

The proposed kayak launch at Myrtle Park will be located approximately 1/3 mile north of West Main Street and on the southeast side of Clear Creek. The new proposed kayak launch at Kansas Avenue is located at the dead end of North Kansas Avenue and south side of Clear Creek. The launch site in League City is just southwest of the West FM 270 frontage road on the east side of Clear Creek.

Objective

The objective of the studies is to explore the subsurface soil and groundwater conditions, establish the soil engineering properties as they relate to the proposed project elements, and provide technically-sound and cost-effective geotechnical design and construction recommendations.

Scope of Services

This proposal assumes that field exploration activities will not require any special work permits, excavation permits or on-site boring spoil disposal permissions from the landowner, federal, state or local agency or jurisdiction.

Field Exploration - We propose to perform 13 soil test borings to depths ranging from 6 to 30 feet below ground surface at representative site locations. A Soil Boring Location Plan will be included with the geotechnical report. The field exploration will be performed on the following schedule:

- A) Myrtle Park: Two borings to 30 feet for the kayak launch and two borings to 6 feet for proposed pavements.
- B) Kansas Avenue: Two borings to 30 feet for the kayak launch and three borings to 6 feet for proposed pavements.
- C) FM 270: Two borings to 30 feet for the kayak launch and two borings to 6 feet for proposed pavements

Borehole drilling and soil sampling will be performed in accordance with ASTM standards. We will transport representative portions of the recovered samples to our geotechnical laboratory for testing. We will backfill the open boreholes with soil cuttings after completion of sampling and after obtaining groundwater level readings.

Subsurface exploration activities will be performed to result in minimal collateral damage to existing site features. Cuttings and fluids from the drilling and sampling operations will be spread on the ground at the project site. This proposal does not include any provisions for containment or disposal of soil cuttings and/or drilling fluids.

Laboratory Testing - We will perform index and strength laboratory tests on selected representative soil samples. The test types and quantities will be selected by the geotechnical engineer based on the boring findings. The testing could include unit weight, moisture content, fines content, Atterberg Limits, unconfined compression strength and unconsolidated undrained shear strength.

Laboratory tests will be performed in accordance with ASTM standards. Boring logs will be prepared to summarize the field and laboratory data. Samples will be kept in storage for 90 days after publication of the geotechnical reports, at which time they will be discarded unless instructed otherwise.

Geotechnical Report - The geotechnical reports will present the study findings, including subsurface stratigraphy and groundwater conditions, and provide geotechnical design/construction recommendations including:

Pavements:

- Subgrade preparation
- Compaction recommendations for fill
- Subgrade stabilization
- Construction-phase QA/QC recommendations

Kayak Launch Foundation Piles

- Timber pile drivability concerns
- Axial pile capacities in compression and tension

The scope of work does not include environmental screening of the recovered samples, environmental sampling or testing protocol, or evaluation of the potential for surface fault activity at the sites.

Work Site Safety and Underground Utilities

TWE will provide the personnel, equipment and materials necessary to complete the proposed scope of services in a safe and timely manner. Our field personnel will have the appropriate safety training and personal protection equipment (hard hats, steel toe shoes, safety glasses, safety gloves) required during the field exploration activities.

TWE will stake the soil borings in the field by measuring from existing landmarks. Handheld GPS equipment will be used to document the approximate boring coordinates. **This proposal does not include the services of a professional land surveyor to establish survey control at the test locations.** The boring locations will be positioned to coincide with the locations of the respective project elements and to be readily accessible to TWE geotechnical drilling equipment and personnel.

We will notify the Texas 811 One Call System for identification of known subsurface utilities and/or pipelines in the project area prior to equipment/personnel mobilization.

Work Schedule

Upon receipt of authorization to proceed, we will schedule the start of field activities and begin utility clearance process. We will wait to mobilize equipment to the project site until the path clearing work has been completed. We anticipate the geotechnical report will be available within 6 to 7 weeks following completion of the field exploration program.

Compensation

We propose to perform the geotechnical services for a total **lump sum fee of \$21,700** assuming all three projects are authorized at the same time. The fee breakdown is as follows:

Myrtle Park Location:	\$ 5,900
Kansas Avenue Location:	\$ 6,200
FM 270 Location:	\$ 9,600

The quoted fee assumes that the soil test boring sites will be accessed with an ATV-mounted drill rig following completion of any required path clearing activities. **The quoted fee assumes that site (path) clearing will be completed by the City to allow access to the geotechnical drilling equipment at the FM 270 location.**

Acceptance of Proposal

The proposed services and compensation could be authorized via a Purchase Order or similar contract instrument, or by signature below. The Terms and Conditions of this proposal are included in the attached Exhibit A.

Closing

We appreciate the opportunity to assist with geotechnical engineering matters on this phase of the project. Please do not hesitate to contact our office with any questions or if we can be of further assistance.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.

TBPELS Firm Registration No. F-124



Kavya Kovval, E.I.T.
Staff Geotechnical Engineer



David Barreiro, P.E.
Vice President - Geotechnical Services

Attachment: Exhibit A - Terms and Conditions (2 sheets)

APPROVED WITH RESPECT TO SCOPE AND COMPENSATION:

City of League City

Accepted by: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between TOLUNAY-WONG ENGINEERS, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and the CLIENT of the attached PROPOSAL. This AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL and any exhibits or attachments noted in the PROPOSAL will constitute the entire AGREEMENT. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

The CLIENT recognizes that subsurface conditions vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the GEOTECHNICAL ENGINEER will be based solely on information available to the GEOTECHNICAL ENGINEER. The GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by the GEOTECHNICAL ENGINEER under this AGREEMENT are expected by the CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for the GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. The GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

SAMPLE DISPOSAL

The GEOTECHNICAL ENGINEER will dispose of all soil and rock samples 30 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon CLIENT'S prior written request. All hazardous materials will be returned to CLIENT for disposal, unless other arrangements have been made by CLIENT.

CONSTRUCTION MONITORING

If the GEOTECHNICAL ENGINEER is retained by the CLIENT to provide a site representative for the purpose of monitoring specific portions of the construction work as set forth in the PROPOSAL then this phrase applies. For the specified assignment, the GEOTECHNICAL ENGINEER will report observations and professional opinions to the CLIENT. No action of the GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER's site representative can be construed as altering my AGREEMENT between the CLIENT and others. The GEOTECHNICAL ENGINEER will report any observed work to the CLIENT which, in the GEOTECHNICAL ENGINEER's professional opinion, does not conform with plans and specifications. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, the GEOTECHNICAL ENGINEER's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

The GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or AGREEMENT of the CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER the lump sum amount indicated in the PROPOSAL or, if no lump sum amount is indicated, in accordance with the Schedule of Fees, as shown in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to GEOTECHNICAL ENGINEER per GEOTECHNICAL ENGINEER's current fee schedule. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

The AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination.

INDEMNIFICATION

Except for the gross negligence or intentional misconduct of the GEOTECHNICAL ENGINEER, CLIENT will indemnify and hold the GEOTECHNICAL ENGINEER harmless from any claim by or liability from a third party for injury or loss, arising out of the GEOTECHNICAL ENGINEER's performance of the services described in this AGREEMENT. This indemnity shall not limit, restrict or prevent CLIENT from asserting any claims for liability against the GEOTECHNICAL ENGINEER, under any one or more theories of recovery, including breach of contract, negligence, strict or statutory liability or any other cause of action

LIMITATION OF LIABILITY

The CLIENT will limit any and all liability or claim for damages, cost of defense, or expenses to be levied against GEOTECHNICAL ENGINEER to a sum not to exceed \$50,000, or the amount of his fee, whichever is greater, on account of any design defect, error, omission, or professional negligence. The CLIENT agrees to notify any contractor who perform work in connection with the study prepared by the GEOTECHNICAL ENGINEER of such limitation of liability and require a like limitation on their part in favor of the GEOTECHNICAL ENGINEER. In the event the CLIENT fails to obtain a like limitation of liability provision, the liability of the CLIENT and the GEOTECHNICAL ENGINEER to such contractor shall be allocated between the CLIENT and the GEOTECHNICAL ENGINEER such that the aggregate liability of the GEOTECHNICAL ENGINEER to all parties, including the CLIENT, shall not to exceed \$50,000 or the amount of the GEOTECHNICAL ENGINEER's fee, whichever is greater. The GEOTECHNICAL ENGINEER makes no warranties, either expressed or implied, except as set forth above.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT warrants a reasonable effort to inform GEOTECHNICAL ENGINEER of known or suspected hazardous materials on or near the project site.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of hazardous waste.

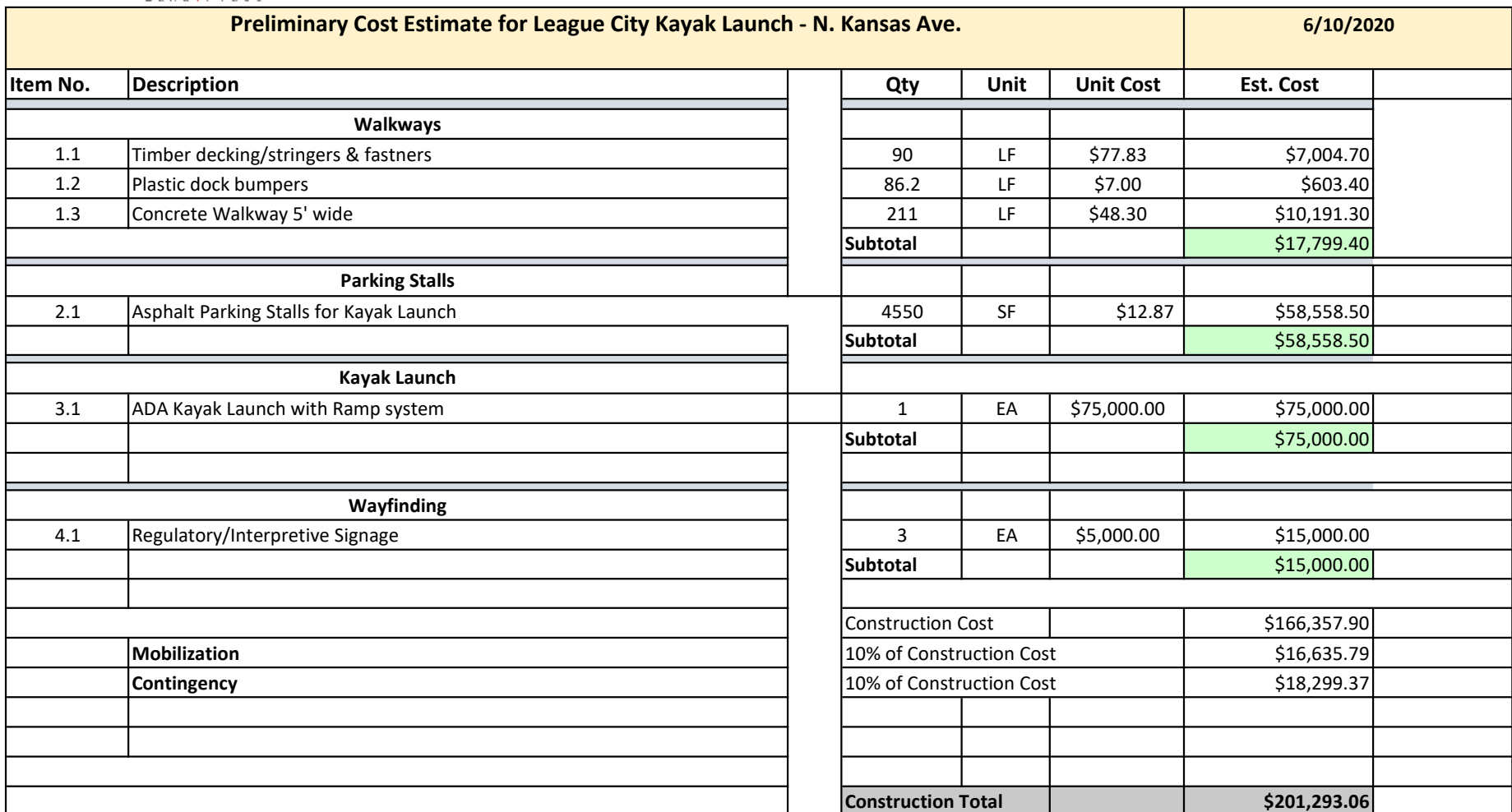
GEOTECHNICAL ENGINEER agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosure made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the AGREEMENT, CLIENT waives any claim against GEOTECHNICAL ENGINEER, and to the maximum extent permitted by law, agrees to defend, indemnify, and save GEOTECHNICAL ENGINEER harmless from any claim, liability, and/or defense costs for injury or loss arising from GEOTECHNICAL ENGINEER's discovery of hazardous materials or suspected hazardous materials including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by the GEOTECHNICAL ENGINEER which are found to be contaminated.

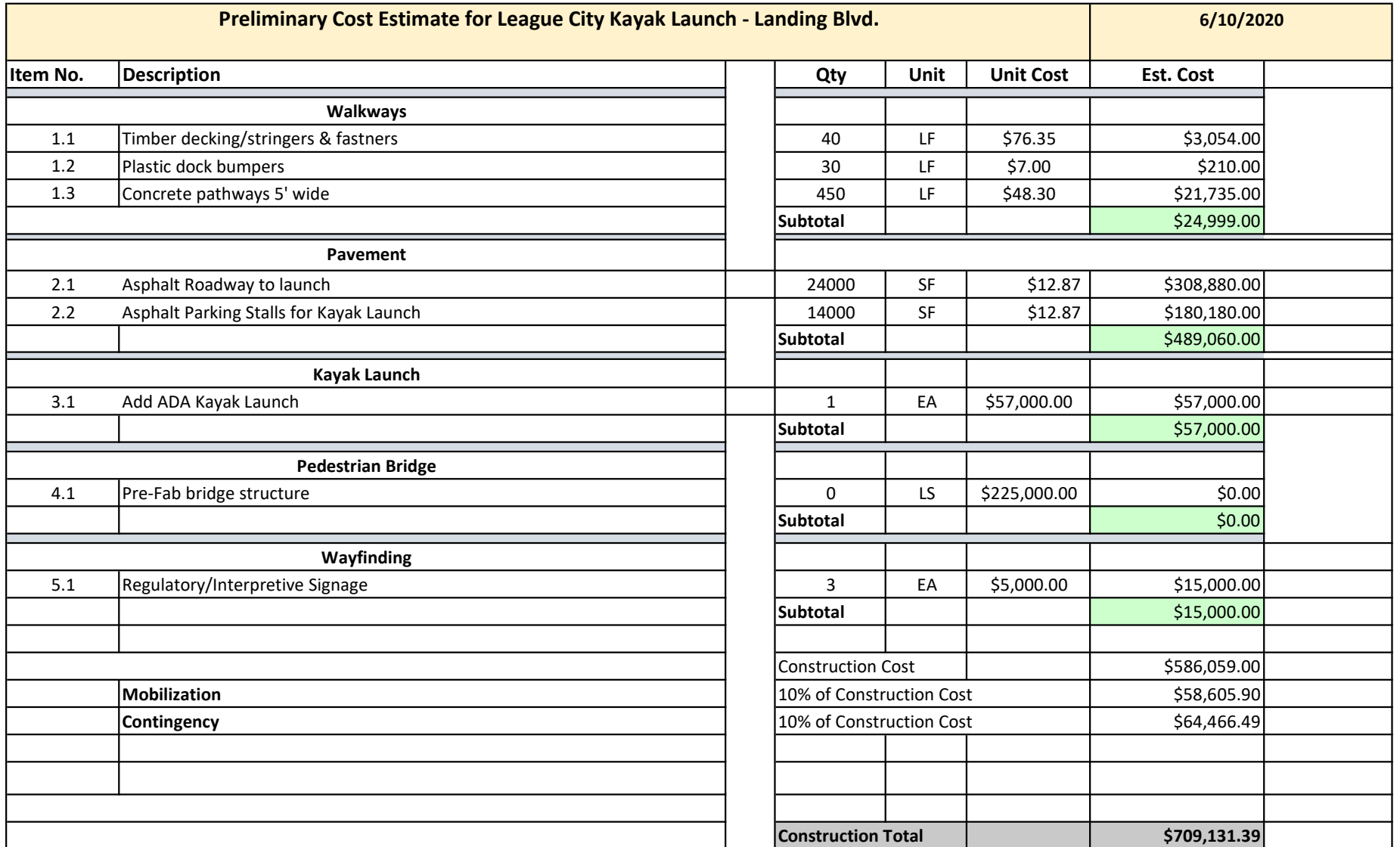
GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.



Preliminary Cost Estimate for League City Boat Ramp - Alternate Kayak Launch						6/10/2020
Item No.	Description		Qty	Unit	Unit Cost	Est. Cost
Walkways						
1.1	Timber decking/stringers & fastners		30	LF	\$100.00	\$3,000.00
1.2	Plastic dock bumpers		45	LF	\$30.00	\$1,350.00
1.3	Concrete Walkway - 8' wide		160	LF	\$200.00	\$32,000.00
			Subtotal			\$36,350.00
Parking Stalls						
2.1	Parallel Asphalt Parking Stall		1350	SF	\$12.87	\$17,374.50
			Subtotal			\$17,374.50
Kayak Launch						
3.1	Add ADA Kayak Launch		1	EA	\$57,000.00	\$57,000.00
3.2	Anchor Pile		1	EA	\$18,000.00	\$18,000.00
			Subtotal			\$75,000.00
Wayfinding						
4.1	Regulatory/Interpretive Signage		3	EA	\$5,000.00	\$15,000.00
			Subtotal			\$15,000.00
			Construction Cost			\$143,724.50
			10% of Construction Cost			\$14,372.45
			10% of Construction Cost			\$15,809.70
			Construction Total			\$173,906.65



PSA Exhibit B

Submittal Requirements:

- **Design Phase Services should be broken down into submittal types with the following requirements:**
 - **30% Submittals should, at a minimum, include the following:**
 1. Plans that contain the following information:
 - Cover Sheet
 - Field Survey Plan Sheet
 - Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - Demo Plan
 - Typical Cross-Sections
 2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
 3. Updated Design Schedule
 4. Preliminary Opinion of Probable Costs (OPCC)
 5. Permitting recommendations/requirements
 6. Traffic Impact Analysis (if needed)
 7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
 8. Preliminary Land Acquisition Information (if needed)
 9. Preliminary Geotechnical findings (if needed)
 10. Preparation of Exhibits and attendance at Public Meeting (if needed)
 - **60% Submittals should, at a minimum, include the following:**
 1. Plans that contain the following information:
 - Cover Sheet w/ index
 - General Notes
 - Sheet Layout
 - Typical Cross-Sections
 - Survey Control
 - Demo Plan
 - Grading Plan (if needed)
 - Tree Protection and/or Landscape Plan (if needed)
 - Traffic Control Plan (if needed)
 - Proposed Drainage Area Map and calculations
 - Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
 - Intersection Details
 - Sidewalks, Traffic Signage, & Pavement Marking Plans
 - SW3P Plan Sheet(s) and Details
 - Standard CoLC Details applicable for project
 - Project Specific Requirements/Details/Notes such as
 - Electrical Plans/Details
 - Structural Plans/Details
 - Signal Plans/Details

2. Final ROW Documents for Land Acquisition (if needed)
 3. Completed Geotechnical Report (if needed)
 4. List of Updated Utility Conflicts and contact information for appropriate utilities.
 5. List of needed Permits, draft applications for needed Permits
 6. List of Technical Specifications that are needed for Project
 7. Updated Design Schedule
 8. Preliminary Construction Schedule
 9. Updated Preliminary OPCC
 10. Preparation of Exhibits and attendance at Public Meeting (if needed)
- **90% Submittals should, at a minimum, include the following:**
 1. Updated Design Plans noted above
 2. Submittal Letter addressing previous comments made on 60% Review
 3. Project Manual – Spec Book, Bid forms, etc.
 4. SW3P Manual with appropriate documentations/signatures as applicable
 5. Updated OPCC
 6. Approved Permits
 7. Final List of Utility Conflicts and contact information for appropriate utilities.
 8. A resubmittal of the 90% Submittal should take place until all comments have been addressed and Plans are ready to be signed.
 - **Bid Phase Services should, at a minimum, include the following:**
 - **100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).**
 - **Completed Project Manual**
 - **Completed SW3P Manual**
 - **Final OPCC**
 - **Updated Construction Schedule**
 - **Preparation of Exhibits and attendance at Public Meeting (if needed)**
 - **Assist with the advertisement of the project (if needed)**
 - **Address any RFI during Bid process (if needed)**
 - **Attend and Assist in running a Pre-Bid Meeting (if needed)**
 - **Provide Addendums to Bid Documents (if needed)**
 - **Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City**
 - **Construction Phase Services should, at a minimum, include the following:**
 - **Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start**
 - **Attendance at Construction Progress Meetings (if needed)**
 - **Periodic Site Visits (minimum 1 visit per month of construction)**
 - **Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.**
 - **Address found Design Conflicts in the Field**
 - **Coordinate with Contractor for paper & digital copies of Project Record Drawings**