

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LEAGUE CITY
AND BURDITT CONSULTANTS, LLC**

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This Third Amendment ("Amendment") is entered into between the City of League City ("City") and Burditt Consultants, LLC ("Contractor") on the date set forth below.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement ("Agreement") on or about May 14, 2018 whereby Contractor agreed to provide design, construction documentation, and construction administration services for the Public Boat Ramp located under the FM 270 bridge for a fee of \$62,000.00; and

WHEREAS, the City and Contractor further agreed in the First Amendment to the Agreement to increase the compensation by \$93,000 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 \$31,000 for additional services on the same project; and

WHEREAS, the City and Contractor wish to further increase the compensation by \$11,000.00 due to additional services needed by the City and extend the agreement until January 31, 2024; and

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 total compensation under the Agreement is increased from \$186,000.00 to \$197,000.
3. The term of the Agreement is extended until January 31, 2024 and the scope of the Agreement is amended to add the activities listed in **Exhibit A-1**, which is attached and incorporated herein.
4. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

Executed this 11/2/2020 day of _____, 2020. *(date to be filled in by City Secretary)*

BURDITT CONSULTANTS, LLC

DocuSigned by:
J. Shane Howard
J. Shane Howard, President

CITY OF LEAGUE CITY

DocuSigned by:
John Baumgartner
John Baumgartner, City Manager

ATTEST:

DocuSigned by:
Diana Stapp
43740386A932489...y
Diana Stapp, City of...

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
37DDECD8AF054E2...y
Office of...

Exhibit A-1

Scope of Services for Amendment 3

(3 pages, including this page)

See Next 2 Pages

Amendment 3
Scope of Work

SCOPE OF WORK

These changes require the following tasks to be completed:

- Hydraulic Impact Analysis
- Additional design services for developing construction documents
- Conduct regulatory work required by USFWS for the Boating Access Grant through TPWD

- A. Basic Services:**
1. Hydraulic Impact Analysis.
 2. Design services including civil engineering and landscape architecture design for associated site improvements.
- B. Additional Services:**
1. Conduct USFWS/TPWD regulatory work for the Boating Access Grant.

PROFESSIONAL FEES:
Based upon project goals identified by City and understanding of the assignments, the project will be invoiced monthly on the following basis:

A. BASIC SERVICES FEE:

Based on the proposed Scope of Work we propose the following fee structure for services:

Hydraulic Impact Analysis:	Lump sum	\$4,440
Design Services:	Lump sum	\$2,915

B. ADDITIONAL SERVICES FEE:

Regulatory Work: Time and Expenses not to exceed	\$3,645
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Additional Services fee amounts shown include a 10% markup for 3rd party subcontractor expenses.

EXHIBIT "B"
BURDITT CONSULTANTS, LLC
2020 HOURLY RATES

Hourly Basis Rates for Professional Services are as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Sr. Planner	\$135
Sr. Urban Forester	\$135
Wetland Scientist	\$135
Natural Resource Planner	\$125
Licensed Irrigator	\$125
Geographic Information Systems (GIS) Planner	\$125
Landscape Architecture Associate	\$100
Architecture Associate	\$100
CAD Designer II	\$ 90
CAD Designer I	\$ 70
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 necessary sub-consultants for Civil, Structural or MEP Engineering and approved by Client shall be invoiced at cost plus ten percent (10%).



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

June 11, 2020

Proposal

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

RE: League City – Boat Ramp & Bulkhead Rehabilitation
LJA Proposal No. 18-02446_CO4_R5
Project No. B1036-1002

Dear Mr. Howard,

LJA Engineering, Inc. (LJA) appreciates the opportunity to offer services to you on the referenced project. Burditt Consultants LLC (Burditt) previously engaged LJA to provide engineering, and surveying services to assist with the design for renovation of League City's (City) Public Boat Ramp. We understand that Burditt is requesting additional design, and regulatory support as well as postponing detailed design of the kayak launch in order to conduct more extensive site assessment of the proposed location.

SCOPE OF WORK

In response to Burditt's request we proposed the following additional scope:

PHASE 400.1 – REGULATORY SUPPORT

Perform the scope of work previously described and authorized in project change order 18-02446_CO3 only as it pertains to the boat launch.

Assuming no changes to current design, we can complete the necessary written summaries for pile driving assessment, Endangered Species Act checklist(s) for the location of the boat ramp rehab, Sea turtle and Smalltooth Sawfish construction summary and complete the forms for NMFS Section 7.

Additionally, it is assumed the City is taking responsibility for an ATF Coastal Lease with the GLO for the existing facilities, therefore, is not included in this effort.

PHASE 500 – DETAILED DESIGN

As a result of the time lapse duration of this project between review periods and the start stop nature, additional effort was incurred to become reacquainted with the project files, goals and scope.

PHASE 500.2 – HYDRAULIC IMPACT ANALYSIS

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.

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

The proposed work is intended to include foreseeable effort necessary to achieve the City's desired results. Provider staff proposes to complete this work on a Time and Materials basis with a cost not to exceed \$46,500 without prior authorization. This is an increase of \$15,500 to the previously authorized amount of \$31,000 in project change order 18-02446_CO3. We will notify you immediately of any circumstances that may create a need to extend this limit.

PHASE 500.2 – HYDRAULIC IMPACT	LUMP SUM	\$8,000.00
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			PREVIOUSLY AURTHORIZED	THIS CO	APPROVED INCREASE
100	FEED	LS	\$18,500.00		
200	Survey	LS	\$9,460.00		
400	Identify Regulatory Impact	LS	\$5,700.00		
400.1	Regulatory Support	T&M	\$31,000.00	\$15,500.00	
500	Detailed Design	LS	\$35,460.00	\$2,650.00	
500.2	Hydraulic Analysis	LS		\$8,000.00	
600	Bid Ph and Construction Support	T&M	\$7,200.00		
700	Project Meetings	T&M	\$2,400.00		
	TOTAL		\$109,720.00	\$26,150.00	

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.

Red. CW

W. L. Worsham, P.E.

**APPROVED FOR BURDITT CONSULTANTS
LLC**

Date: _____

L:\Projects\1036 (Burditt Consultants)\1036-1002 (League City Boat Ramp & Bulkhead)\Project Management\Proposal Documents\Proposal 18-02446 CO4 R5.docx



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **Burditt Consultants, LLC** ("Contractor"), located at **310 Longmire Road, Conroe, TX 77305** and **City of League City** ("City"), a municipal corporation, located at **300 W. Walker, League City, Texas 77573** on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as to provide design, construction documentation, and construction administration services for the Public Boat Ramp located under the FM 270 bridge. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **May 14, 2018** and shall terminate on **October 1, 2018**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for **NA** renewal option(s) with a term of **NA** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$62,000.00** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor is required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. 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. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **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 for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League 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, the 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 the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor'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 the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the 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 Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the 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 the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor 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 Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; 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 Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under

this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION:** **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, 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 CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR 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.**
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected 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 notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor 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.
16. **State Auditor:** Contractor 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, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **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 the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) 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 Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement 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.
20. **Eligibility to Receive Payment:** Contractor 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.
21. **Payment of Debt/Delinquency to State:** Contractor 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. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor 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.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor'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, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor 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.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract 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 contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **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"), and 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.

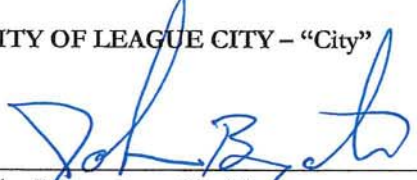
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.
28. **Authority:** Contractor warrants and represents that Contractor 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 the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** 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.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this 9th day of May, 2018. (date to be filled in by City Secretary)

BURDITT CONSULTANTS, LLC - "Contractor"


J. Shane Howard CIC, CRM, 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

(4 number of pages, including this page)

See Next 3 Pages

Exhibit A
Phase 1 – Preliminary
Design - Scope of Work

UNDERSTANDING OF WORK

- I. The project intention is to provide design, construction documentation, and construction administration services for the Public Boat Ramp located under the FM 270 bridge (PK9).
- II. The boat ramp is over 25 years old and in need of significant repair. It was originally designed for larger boats and is unable to safely and effectively service the smaller recreational and personal boats in most common use on the waterways of League City. The Boat ramp is also the only city-owned boat launch in the City.
- III. The bulkhead wings on either side of the launch ramps are badly worn and damaged with several safety risks and rendered largely ineffective.
- IV. Coordination with TxDOT will be necessary.
- V. It is the intent of the City to pursue grant funding from Texas Parks & Wildlife via a Boat Access grant. Burditt's design would be an important part of the grant application due on October 1 of 2018.
- VI. Burditt shall provide the following Scope of Work including all survey, engineering, and geotechnical services included within the Fee for Basic Services.

SCOPE OF WORK

- I. **Preliminary Design:**
 - A. Conduct initial Project Kickoff Meeting between Staff and Design Team. During this meeting, a recommended Project Schedule will be presented and refined covering an approximate planning, design, and construction period(s). Tasks will be addressed with goals and objectives reaffirmed.
 - B. During initial meeting with Staff, we will coordinate again on design intentions, improvements, limits of work, and team member roles.
 - C. Receive and review available survey information such as topography, boundary, easements, and utilities (all as applicable to assignments).
 - D. Review applicable documents as supplied by Staff as to relevant regulatory and current City code status.
 - E. Conduct initial site issues and field inspection regarding general topography, accessibility, drainage, and suitability for intended uses.
 - F. Conduct public input session with user groups and general population to solicit feedback for use in the programming and design of the ramp and site.
 - G. Review preliminary engineering constraints and opportunities, and document.
 - H. Design in accordance with League City Land Development Regulations.
 - I. Prepare up to 3 conceptual designs for consideration by City staff.

Mail: 310 Longmire Road
P. O. Box 1424
Conroe, Texas 77305 Conroe, Texas 77304

www.burditt.com

Houston 281-447-2111
Conroe 936-756-3041
Fax 936-539-3240

- J. Prepare Preliminary Opinion of Probable Costs (OPCs).
- K. Present conceptual designs to City for comment and consideration.
- L. Respond to Staff input, make revisions, and move City's preferred design concept to Design Development.
- M. Prepare Design Development Drawings and Final OPC.
- N. Collaborate with City-grant writer to provide essential design documents and project details in preparation of the TPW Boat Access Grant application.

PROFESSIONAL FEES:

Based upon project goals identified by City and understanding of the assignments, the project will be invoiced monthly on a fixed fee, lump sum basis assuming an Initial Opinion of Probable Cost of \$500,000. Any City-approved increases to the Scope which increase the OPC to above \$600,000 shall be subject to a 10% additional fee for amounts over \$600,000:

A. BASIC SERVICES FEE:

Based on the proposed Scope of Work and general program currently at an Initial Opinion of Probable Cost of \$500,000, we propose the following fee structure for services:

PHASE I:	Preliminary Design (40% of fee)	\$ 62,000
PHASE II:	Final Design (45% of fee)	\$ 69,750
PHASE III:	Bid/Award Phase (5% of fee)	\$ 7,750
PHASE IV:	Construction Observation Phase (10% of fee).....	\$ 15,500

PROJECT FEES TOTAL **\$155,000***

PROJECT FEES, THIS PHASE **\$62,000**

** Project fees include all Landscape Architect-incurred expenses*

Any services outside those outlined in the afore referenced Scope of Work shall be charged as Additional Services and at the 2018 Burditt Hourly Rates (Exhibit B).

EXHIBIT "B"
BURDITT CONSULTANTS, LLC
2018 HOURLY RATES

Hourly Basis Rates for Professional Services are as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Sr. Planner	\$135
Sr. Urban Forester	\$135
Wetland Scientist	\$135
Natural Resource Planner	\$125
Licensed Irrigator	\$125
Geographic Information Systems (GIS) Planner	\$125
Landscape Architecture Associate	\$100
Architecture Associate	\$100
CAD Designer II	\$ 90
CAD Designer I	\$ 70
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 necessary sub-consultants for Civil, Structural or MEP Engineering and approved by Client shall be invoiced at cost plus ten percent (10%).

RESOLUTION NO. 2018-156

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BURDITT CONSULTANTS, LLC BY PROVIDING FOR ADDITIONAL SERVICES FOR THE FM270 PUBLIC BOAT RAMP RENOVATION PROJECT (CIP# PK1804) AND INCREASING THE TOTAL COMPENSATION BY \$93,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

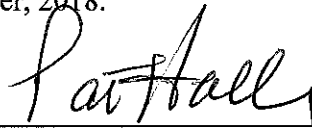
Section 1. The City authorizes the first amendment in substantially the same form as Exhibit A, which is attached and incorporated herein, to the professional services agreement with Burditt Consultants, LLC by providing for additional services for the FM270 Public Boat Ramp Renovation project (CIP# PK1804) and increasing the total compensation by \$93,000.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

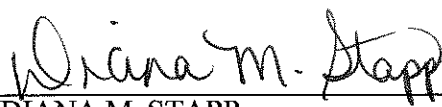
Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 9th day of October, 2018.



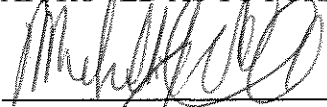
PAT HALLISEY
Mayor

ATTEST:



DIANA M. STAPP
City Secretary

APPROVED AS TO FORM:



NGHIEM V. DOAN
City Attorney

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND BURDITT CONSULTANTS, LLC**

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§

This First Amendment ("Amendment") is entered into between the City of League City ("City") and Burditt Consultants, LLC ("Contractor") on the date set forth below.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement ("Agreement") on or about May 9, 2018 whereby Contractor agreed to provide professional services related to the design of the Public Boat Ramp located under the FM 270 bridge; and

WHEREAS, the City and Contractor wish to increase the total compensation under the agreement from \$62,000 to \$155,000 to allow for additional services; and


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 total compensation under the Agreement is increased from \$62,000 to \$155,000.
3. 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 4th day of October, 2018. *(date to be filled in by City Secretary)*

BURDITT CONSULTANTS, LLC



J. Shane Howard, CIC, CRM, Sr. Vice President

CITY OF LEAGUE CITY



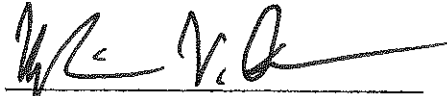
John Baumgartner, City Manager

ATTEST:



Diana Stapp, City Secretary

APPROVED AS TO FORM



Office of the City Attorney



MEMORANDUM

To: John Baumgartner, PE
City Manager

From: Bob Duke 
Parks Planner/Project Manager

Date: 03/14/19

Re: Funding for Additional Services Amendment to 270 Boat Ramp Design
Contract with Burditt Consultants

Under cover of this memorandum please find amendment #2 for additional design services with Burditt Consultants for the FM 270 Boat Ramp for \$31,000.00.

Services to be performed include:

- Conduct USACE permitting support activities consistent with project goals.
- Conduct wetland delineation.

The proposal amount falls within the City Manager Level approval limits established in the City's procurement policy. This amendment will total \$31,000.00. Funding will come from account

PK1804 - PLAN DESIGN - DESIGN - PARKS DEPT


If this meets your approval, please indicate by signing and dating below and executing the professional services agreement documents.

5020440 - 560660

Thank you.


Kristin Clark, Grants/CIP Administrator

3/28/19
Date


Angie Steelman, Director
Budget & Project Management

3/28/19
Date


John Baumgartner, City Manager

4.12.19
Date

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND BURDITT CONSULTANTS, LLC**

§
§
§

This Second Amendment ("Amendment") is entered into between the City of League City ("City") and Burditt Consultants, LLC ("Contractor") on the date set forth below.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement ("Agreement") on or about May 9, 2018 whereby Contractor agreed to provide professional services related to the design of the Public Boat Ramp located under the FM 270 bridge; and

WHEREAS, the City and Contractor wished to increase the total compensation under the agreement from \$62,000 to \$155,000 to allow for additional services; and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agreed to increase the total compensation under the agreement from \$62,000 to \$155,000 to allow for additional services; and

WHEREAS, the City and Contractor wish to increase the total compensation under the agreement from \$155,000 to \$186,000 to allow for additional services; and

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 total compensation under the Agreement is increased from \$155,000 to \$186,000.
3. 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 10th day of April, 2019. (date to be filled in by City Secretary)

BURDITT CONSULTANTS, LLC



J. Shane Howard, CIC, CRM, Sr. Vice President

CITY OF LEAGUE CITY



John Baumgartner, City Manager

ATTEST:



FOR Diana Stapp, City Secretary

APPROVED AS TO FORM



Office of the City Attorney

Amendment 2
Scope of Work

SCOPE OF WORK

Unanticipated US Army Corps of Engineers (USACE) permitting requirements and inclusion of a kayak launch site at the boat ramp has necessitated a wetland delineation this amendment to the Agreement.

I. Additional Services:

- A. Conduct USACE permitting support activities consistent with project goals.
- B. Conduct wetland delineation.

PROFESSIONAL FEES:

Based upon project goals identified by City and understanding of the assignments, the project will be invoiced monthly on a time and expense basis.

A. BASIC SERVICES FEE:

Based on the proposed Scope of Work we propose the following fee structure for services:

USACE Permitting:	Time and Expenses not to exceed	\$25,000
Wetland Delineation:	Time and Expenses not to exceed	\$6,000
TOTAL		\$31,000

Any other services outside those outlined in the afore referenced Scope of Work shall be charged as Additional Services and at the 2018 Burditt Hourly Rates (Exhibit B).



EXHIBIT "B"
BURDITT CONSULTANTS, LLC
2019 HOURLY RATES

Hourly Basis Rates for Professional Services are as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Sr. Planner	\$135
Sr. Urban Forester	\$135
Wetland Scientist	\$135
Natural Resource Planner	\$125
Licensed Irrigator	\$125
Geographic Information Systems (GIS) Planner	\$125
Landscape Architecture Associate	\$100
Architecture Associate	\$100
CAD Designer II	\$ 90
CAD Designer I	\$ 70
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 necessary sub-consultants for Civil, Structural or MEP Engineering and approved by Client shall be invoiced at cost plus ten percent (10%).

Duke, Bob

From: J. Shane Howard <jshanehoward@burditt.com>
Sent: Monday, March 4, 2019 10:47 AM
To: Duke, Bob; Claudia Walker
Cc: Talluto, Anthony; Wei, Chien
Subject: RE: Boat Ramp
Attachments: FM 270 Public Boat Ramp Renovation Amendment Proposal.doc

Bob,
Thanks so much. Please find Scope Amendment attached. I kept it short and sweet.
Shane

From: Duke, Bob <Bob.Duke@leaguecitytx.gov>
Sent: Friday, March 1, 2019 10:08 AM
To: J. Shane Howard <jshanehoward@burditt.com>; Claudia Walker <CWalker@burditt.com>
Cc: Talluto, Anthony <Anthony.Talluto@leaguecitytx.gov>; Wei, Chien <Chien.Wei@leaguecitytx.gov>
Subject: RE: Boat Ramp

Shane,

I am following up to your email below. After meeting with Claudia Walker and the LJA reps yesterday, our way forward is fairly clear: we need a proposal from Burditt for the additional professional services that were not anticipated in the original agreement since the kayak launch was added in during the initial steps of design. Therefore, please provide a proposal as soon as possible that reflects the added costs to handle USACE permitting, including the wetlands mitigation. I would prefer a Time and Materials proposal with a Not To Exceed total but we will consider what you suggest. The City of League City will handle the Coastal Lease with the General Land Office.

Thank you,
Bob Duke

From: J. Shane Howard <jshanehoward@burditt.com>
Sent: Tuesday, February 19, 2019 5:40 PM
To: Duke, Bob <Bob.Duke@leaguecitytx.gov>; Claudia Walker <CWalker@burditt.com>
Cc: Talluto, Anthony <Anthony.Talluto@leaguecitytx.gov>
Subject: RE: Boat Ramp

WARNING: This email originated from outside of the City of League City's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe

Bob,
I apologize for the confusion. The costs indicated in items 4.4 and 4.5 on the cost spreadsheet are INCLUSIVE of consultant fees associated with permitting. These depicted costs represent the high end of each item's respective potential costs. Our subconsultant will be billing us on a T&M basis for these tasks so there is a good chance the cost ends up lower. As you know, levels of effort on regulatory coordination with GLO and the USACE are highly unpredictable so it's usually better for both the client and provider to bill such tasks as T&M rather than lump sum. We are getting confirmation on the actual permit application fee costs, if any. Finally, the placement of the current kayak launch location means a wetland delineation is now required.

On September 25, after Anthony and my email discussion on the 24th, he and I discussed the excess costs associated with the IP permit specifically. I had underestimated the higher end of coordination levels associated with this aspect of the project and realized that they could be substantially higher than our initial services fee could absorb. As a result, I requested we amend and Anthony suggested we do so with about \$27,000 later when appropriate. I realize now that I may not have effectively communicated the specific concern I was trying to address at the time of our conversation.

In both the IP matter and the wetland delineation, the professional services costs are actually reflected in the Regulatory section of the cost estimate. So, identifying a funding source shouldn't be difficult. I think the only outstanding issue is whether or not we can successfully amend our PSA to capture these costs. The total cost of both is estimated to be as high as \$31,600. Some of this could be captured by a portion of our existing fee without concern on our end. However, if it gets up to the medium or higher range is where I become concerned. And with the regulatory stuff, you never know.

I've got ideas but am interested in your thoughts. No matter what, we are going to make this work for the City and without any delays in the project. Thank you sincerely for the consideration.

Shane

From: Duke, Bob <Bob.Duke@leaguecitytx.gov>

Sent: Tuesday, February 19, 2019:34 AM

To: Claudia Walker <CWalker@burditt.com>; J. Shane Howard <jshanehoward@burditt.com>

Cc: Talluto, Anthony <Anthony.Talluto@leaguecitytx.gov>

Subject: FW: Boat Ramp

Claudia and Shane,

I am responding to Claudia's email of 2/15/19 (attached). The statement that "we have not received a go ahead for the USACE services" indicates you are waiting on action from the City of League City regarding the USACE Permit. I need some clarification before authorizing moving forward with the permit. I recall discussing the fact that including the Kayak Launch in the project would require a USACE Individual Permit (IP) where everything else to be constructed or renovated at the boat ramp would fall under a Nation Wide Permit (NWP 3 or NWP 36) or a Regional General Permit (RGP). There were costs of \$4,550 each for the NWP 3 and NWP 36, \$7,600 for the RGP, \$23,600 for the Individual Permit and \$8,000 for the associated Wetland Delineation totaling \$48,300, according to lines 78 through 83 of column F on the attached spreadsheet that includes my comments and those of Marina Nakajima. Are those costs for the permit fees only or does that figure include consultant fees? From Shane's statement in the email to Anthony Talluto, below (highlighted in yellow) I assume that it is the former. I am seeking clarification because any additional professional services fees would require another contract amendment and currently the city manager and city council understand that all professional services are covered in the current amended contract of \$155,000.

Please let me know if any additional professional fees are required and, if not, what else is needed to authorize Burditt to move forward with the USACE permit. Also, when and how will the City of League City pay the permit fees. If consultant fees are required, please provide a detailed proposal for the amendment to the contract.

I look forward to hearing from you about the above items as well as the schedule for 30%, 60%, 90% and 100% plan review.

Thank you,

Bob Duke
281-554-1456

Bob Duke
Parks Planner/Project Manager
Project Management
City of League City
300 W. Walker St.
League City, Texas 77573
Phone: 281-554-1456



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From: Talluto, Anthony <Anthony.Talluto@leaguecitytx.gov>

Sent: Monday, February 18, 2019 2:01 PM

To: Duke, Bob <Bob.Duke@leaguecitytx.gov>

Subject: FW: Boat Ramp

From: J. Shane Howard <jshanehoward@burditt.com>

Sent: Monday, September 24, 2018 9:58 AM

To: Talluto, Anthony <Anthony.Talluto@leaguecitytx.gov>

Subject: RE: Boat Ramp

Anthony,

Good morning! Permit fees are typically paid for by the client. I should have included that clarification in the document. However, the work associated with coordination and the work associated with submission of permits ARE included in the fees. Only the actual fee cost are excluded. An updated proposal is attached.

Does that help? Thanks for everything and we are excited to move forward with you guys.

Shane

J. Shane Howard CIC, CRM
Sr. Vice President – Strategy & Development

BURDITT Consultants LLC

LAND | PLACE STUDIO

P: 936.756.3041

C: 409.656.0370

jshanehoward@burditt.com

From: Talluto, Anthony <Anthony.Talluto@leaguecitytx.gov>
Sent: Monday, September 24, 2018 9:40 AM
To: J. Shane Howard <jshanehoward@burditt.com>
Subject: Boat Ramp

Looking to move forward with getting final design approved. A big question, about the attached proposal, is the acquisition of all necessary permits for this work? We expect that this is all included in the current fee but it isn't clearly defined as such. It does say "coordination with TxDOT" but not so much for the accessory permits. Are these permit submittals included?

I am planning to submit this for the Oct 9th council, so if you can let me know so I can get this pushed through. It needs to be submitted by tomorrow.

Thanks!

Anthony Talluto
Project Manager
Project Management
City of League City
300 W Walker St
League City, Texas 77573
Phone: 281-554-1451



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