

**SUPPLEMENTAL 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2018-10041
CITY OF TOMBALL
JERRY MATHESON PARK REBUILD 2020**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and GUNDA CORPORATION, LLC. ("Engineer"), executed the 28th day of February, 2022, relative to professional services for Jerry Matheson Park Rebuild.

WITNESSETH:

WHEREAS, the City desires to execute a supplemental amendment to the Professional Services Agreement for the design of the Jerry Matheson Park Rebuild (2020) (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V. COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI. INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

**SECTION VII.
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall amend the Professional Services Agreement and pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$113,530, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed \$147,630.

**SECTION VIII.
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Gunda Corporation, LLC
Attn: Kyle Bertrand
32731 Egypt Lane, Suite 501
Magnolia, Texas 77354

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

**SECTION XI.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information

developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

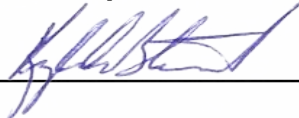
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ___ day of _____, _____.

Gunda Corporation, LLC.:



Name: Kyle Bertrand
Title: Branch Manager

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Doris Speer, City Secretary

EXHIBIT A

**SUPPLEMENTAL NO.1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2018-10041
CITY OF TOMBALL
JERRY MATHESON PARK IMPROVEMENTS**

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL and GUNDA CORPORATION, LLC executed the 28th day of February, 2022, relative to professional services for Tomball Engineering and Planning Project No. 2018-10041.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

**SUPPLEMENTAL NO.1 SECTION I
SCOPE OF AGREEMENT**

The scope of services shall be amended to include supplemental professional engineering and landscape architecture design and construction phase services. Upon completion of a Master Plan dated August 2022 (included as Attachment A), the proposed improvements need to be implemented into a complete design package in accordance with City and Texas Parks & Wildlife grant requirements. Improvements to the park included under this amendment include the following:

- Pool fence removal and replacement (north, east and south sides only)
- Pavilion shade structure between the existing pool deck and future splash pad
- Plaza hardscape between existing pool deck and splash pad
- Trail geometrics and grading with locations for drainage pipes (trail pavement section to be coordinated with City)
- Trail offset and amenities (picnic tables)
- Pickleball court (slab pavement and jointing design to be coordinated with City)
- Landscape and planting (not including a sprinkler system)
- Earthen mound grading
- Stormwater detention basin and outfall to Rudolph Road
- Underground storm sewer from playground to stormwater detention basin
- Asphalt parking lot weatherproofing and restriping with prefabricated speed bumps
- Water line connecting Ulrich Road to future water line along Rudolph Road
- Sanitary sewer (gravity) from Ulrich Road to future sanitary sewer along Rudolph Road
- Connection of splash pad sanitary sewer to existing lift station
- Electrical engineering and design to provide power for the splash pad, lighting for the pickleball courts

Components of the park improvements that will be design, procured, and installed by others that will be coordinated to the Engineer through the City include the following:

- New storage building and lifeguard rest area
- Play equipment and appropriate underground drainage within limits of playground (AutoCAD-compatible files from vendor required for site planning and grading)
- Splash pad with features and mechanical yard or building, including enclosure or canopy (AutoCAD-compatible files from vendor required for site planning and grading)

Due to the increase in runoff generated by the addition of impervious cover, stormwater detention is included to mitigate the impact of this redevelopment. Appropriate evaluation and analysis for stormwater detention will be required such that post development flow will not have an adverse impact on adjacent properties or receiving waters. The adopted master plan incorporates infrastructure improvements to eliminate the existing lift station and loop the water line from Ulrich Road to a future wastewater and water line extensions along Rudolph Road.

The site will be designed and constructed in compliance with Americans with Disability Act (ADA), Texas Accessibility Standards (TAS), and City of Tomball's Minimum Construction Standards for Community Improvements. The project will be registered through Texas Department of Licensing and Regulation (TDLR) into the Texas Architectural Barriers online System (TABS) for construction plan review and inspection with a Registered Accessibility Specialist (RAS).

The general scope of consultant services required for the project include providing professional engineering and landscape architecture services for preliminary design, final design, and production of construction documents suitable for agency approvals, permitting, public bidding and construction.

REFERENCE STANDARDS AND CRITERIA

- City of Tomball Minimum Standards for Stormwater Drainage Design”, hereinafter referred to as “City Drainage Manual”.
- Americans with Disability Act (ADA) and Texas Accessibility Standards (TAS) requirements for pedestrian facilities

A. GENERAL SERVICES (GUNDA CORPORATION, LLC)

- The Engineer shall reference the City's Project Title and City's Project File Numbers on all correspondence and submittals
- The Engineer shall manage the efforts of the project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- The Engineer shall prepare for and attend periodic meetings necessary to review the progress of the engineering effort, or to address other issues which may arise. The Public Works Director (“Director”) shall initiate meetings that include the Engineer and their subconsultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within 3 working days after each meeting.
- The Engineer shall notify the Director immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.

- The Engineer shall submit invoices on City's standard form, if provided, to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.
- Upon request, the Engineer shall provide the City with a copy of the Gunda Corporation, LLC Quality Control/Quality Assurance (QC/QA) Plan and provide documentation of plan conformance through the project duration.

B. ENGINEERING DESIGN AND BIDDING SERVICES

- The Engineer shall prepare necessary engineering plans, specifications and engineer's opinion of probable construction costs, necessary for bidding and construction of the proposed park improvements described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Tomball guidelines, standard details, documentation, and procedures for public infrastructure.
- If required, the Engineer shall assist City with required signatures from other governmental agencies, public utilities, and private utilities necessary for approval and construction permitting of the proposed project.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

- 30% Milestone – Preliminary Design – 4 week duration

The Engineer shall meet with the City following completion of preliminary design for the project. The preliminary design shall include plan view illustration of the base plan. The City shall provide AutoCAD compatible files for vendor supplied information within 2 weeks of deliverable.

The preliminary design will include a summary of anticipated issues, constraints, and estimate(s) of probable construction cost for the plans provided. It is anticipated the City will review and provide comments prior to proceeding to the final design stage of the project.

- 90% Milestone – Final Design (Drawings and Draft Specifications) – 6 week duration

At the 90% milestone, the Engineer shall submit three (3) full size paper sets and one (1) PDF electronic copy of the following:

- Construction Drawings included all necessary plans sheets and details
- Draft construction specifications including, as a minimum:
 - Table of Contents
 - Document 00410 (Bid Form) with all bid items and alternative bid items
 - Document 01110 (Summary of Work)
 - Completed technical specifications (Division 0 through 16, as required)
 - All supplemental and non-standard technical specifications included in Divisions 2 through 16 identified
 - A detailed opinion of probable construction cost

- Documentation that drawings were submitted to private utilities for final review
- As necessary, Construction Sequencing and TCP plans and details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD) and/or City of Tomball requirements.
- Storm water pollution prevention plan (SWPPP) and details for construction activities in accordance with City and/or other jurisdictional guidelines, including preparation of the Notice of Intent form as appropriate.
- Final Drawings and Specifications (100% Bid Documents) – 4 week duration

After receiving, reviewing, and addressing comments on the 90% Milestone submission, the Engineer shall submit three (3) full size paper copies and one (1) PDF electronic copy of the documents and supporting paperwork upon conformation of readiness by the City. The final Construction Document submission will include:

 - Bid-ready construction documents, all review comments resolved, with applicable documents signed and sealed by a licensed engineer, architect and/or surveyor.
 - Sheet-by-sheet quantity take off and documentation
 - Documentation and/or permits confirming other agencies approvals and eligibility for final construction permits
- Bidding and Award

The Engineer and its subconsultants, as necessary, shall assist the City in preparation and conducting the pre-bid conference for the project, including preparation of meeting minutes.

The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.

The Engineer and its subconsultants, as necessary, shall prepare and furnish a tabulation of bids received with a written recommendation for the award of a construction contract within 3-days after the bid opening.

C. CONSTRUCTION SUPPORT SERVICES

The Engineer and its subconsultants, as necessary, shall make site visits during times when the contractor is actively performing major construction activities on items scoped under this proposal. This proposal includes up to eight (8) visit by Engineer, six (6) visits by Landscape Architect, two (2) field visits by Electrical, one (1) substantial completion walkthrough with RAS, and one (1) final completion walkthrough after the contractor has mobilized.

The Engineer shall attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide approval/disapproval recommendations to the City.

The Engineer and/or Inspector shall provide part time project site representation and inspection of construction activities on as-needed basis to facilitate construction of the park improvements. Prove as-built certification of detention systems prepared by this firm based on an as-built topographical survey provided by the Contractor in an AutoCAD-compatible format. Unsatisfactory topographical survey or not meeting design storage volumes will be considered extra services and billed at our current hourly rates.

D. ADDITIONAL SERVICES

Unless otherwise authorized or modified by Supplemental Agreement, the Engineer shall perform Additional Services in accordance with the following:

Storm Water Pollution Prevention Plan (SWPPP) – Gunda Corporation, LLC

Prepare erosion control plan showing suggested best management practices for filtering of stormwater runoff, plan controls and standard details only, as required.

Geotechnical Investigation – Tolunay Engineering Group, Inc. (TEG)

Scope includes drilling two (2) borings to evaluate subsurface soil conditions in general accordance with City and Harris County criteria. Provide geotechnical engineering report, signed and sealed by a Professional Engineer, registered in the state of Texas, for pickleball court slab-on-grade and shade structure foundation recommendations.

See attached proposal (Attachment B).

Landscape Architecture – Kimley Horn (previously White Oak Studio)

Scope includes grading design for mounds and stormwater basin, trail geometry design, pickleball court geometrics, pickleball court surfacing, pickleball court fences/gates, pool fencing and gates, hardscape layout between pool deck and splash pad, pre-engineered shade structure including foundation design, tree planting, and site furnishings.

See attached proposal (Attachment C).

Electrical – Neill Associates, Inc.

Prepare necessary site electrical plans, one line diagram, electrical details, and electrical controls as necessary to facilities the above described improvements. Prepare project specifications and electrical estimates in accordance with authorities having jurisdiction. Necessary information from vendors, such as the splash pad consultant, shall be provided by the City. It is assumed pedestrian lighting of the trails will be solar powered and are excluded from this scope of services.

See attached proposal (Attachment D).

EXCLUSIONS

This scope of services does not include:

1. Environmental assessments or studies
2. Materials Testing during construction
3. Parking lot design and/or markings.
4. Coordination or mitigation for relocation of petroleum lines

5. Evaluation of existing or design new lift station and force main facilities
6. Splash pad recirculation system design or engineering
7. Stormwater pollution prevention report
8. Stormwater quality plan and/or details
9. Tree Survey or Arborist services
10. Traffic studies or traffic control plans
11. Structural engineering design of foundations or retaining walls (expect pre-engineered shade structure as noted above)
12. Lighting photometrics
13. Irrigation Design
14. Parking lot expansion

**SUPPLEMENTAL NO.1 SECTION I
SCOPE OF AGREEMENT**

The time for performance of the supplemental Scope of Work shall be extended for deliverables as noted above and through the construction duration. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

**SUPPLEMENTAL No. 1 SECTION VII
ENGINEER'S COMPENSATION**

For and in consideration of the supplemental services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment "A" of the original agreement, plus a supplemental services fee of \$113,530.00 (Subconsultant cost + 10%) for a total amended contract amount not to exceed \$147,630.00, including reimbursable expenses.

Services to be Provided	Original Fee	Requested Fee	Revised Total	
A & B - Engineering Basic Services	\$ 9,700.00	\$ 38,600.00	\$ 48,300.00	(Lump Sum)
C - Construction Phase Services	\$ -	\$ 8,500.00	\$ 8,500.00	(Budget for Hourly Services)
D - Additional Services				
Boundary Survey (C&C)	\$ 7,150.00	\$ -	\$ 7,150.00	(Lump Sum)
Topographical Survey (C&C)	\$ 7,700.00	\$ -	\$ 7,700.00	(Lump Sum)
Master Plan (WOS)	\$ 8,000.00	\$ -	\$ 8,000.00	(Lump Sum)
SWPPP (Gunda)	\$ -	\$ 2,500.00	\$ 2,500.00	(Lump Sum)
Landscape Architecture (KH)	\$ -	\$ 37,290.00	\$ 37,290.00	(Lump Sum)
Electrical (Neill Associates, Inc.)	\$ -	\$ 19,690.00	\$ 19,690.00	(Lump Sum)
Geotechnical Investigation (TEG)	\$ -	\$ 4,950.00	\$ 4,950.00	(Lump Sum)
Reimbursable Expenses	\$ 750.00	\$ 2,000.00	\$ 2,750.00	(Cost Plus)
	<u>\$ 34,100.00</u>	<u>\$ 113,530.00</u>	<u>\$ 147,630.00</u>	

Notes: Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.

**SUPPLEMENTAL No. 1 XVIII.
MISCELLANEOUS PROVISIONS**

In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organization.

In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that boycotts energy companies, and (2) will not boycott energy companies during the term of this contract.

All other terms and conditions contained in the original Agreement, not specifically amended herein, shall remain in full effect.

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and Gunda Corporation, LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2022.

ENGINEER:
Gunda Corporation, LLC

By: 

Name: Kyle A. Bertrand, PE

Title: Branch Manager, Mont. Co.

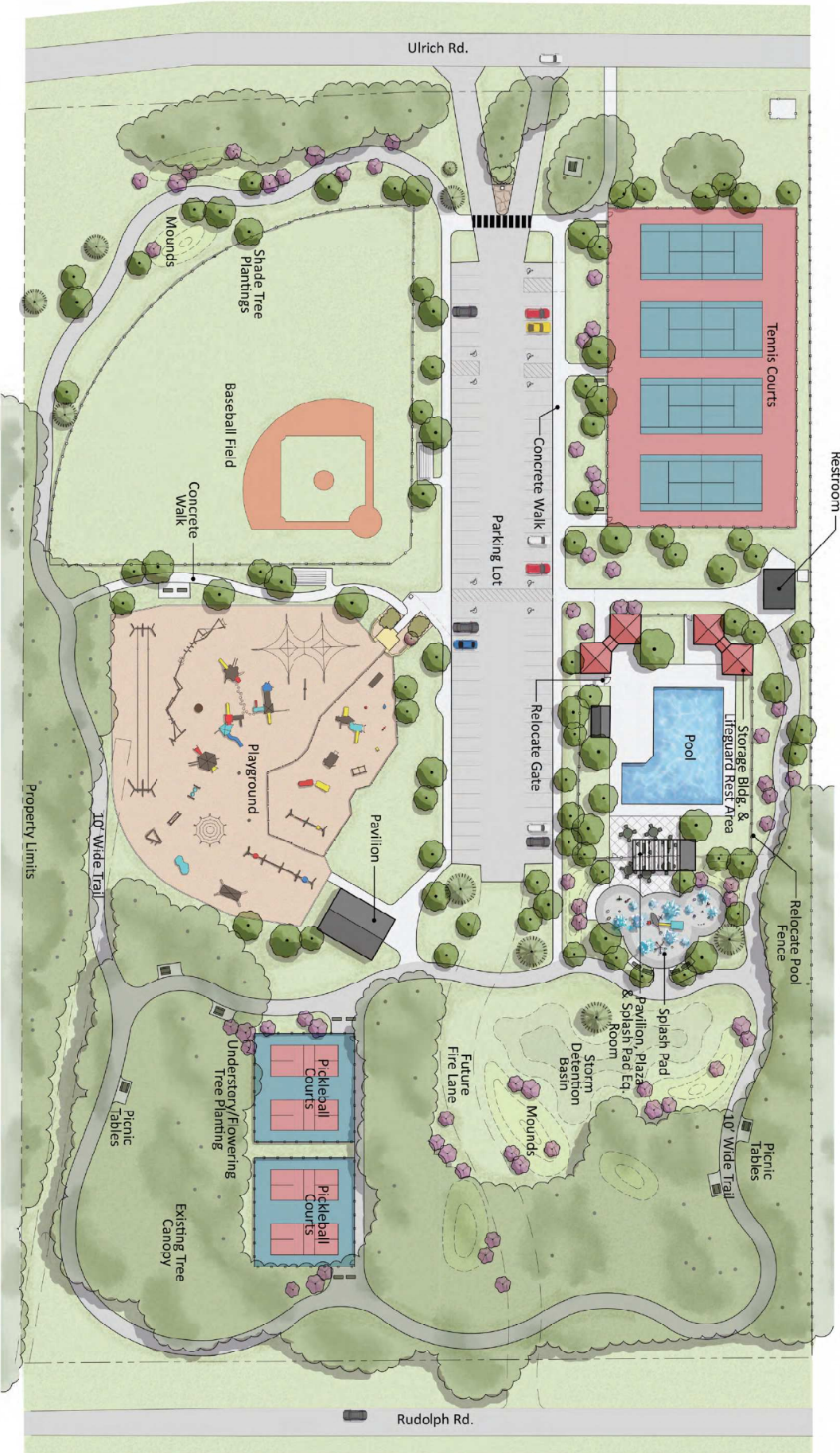
CITY OF TOMBALL, TEXAS

David Esquivel, PE, City Manager

ATTEST:

Doris Speer, City Secretary

JERRY MATHESON PARK - MASTER PLAN





October 12, 2022
Proposal No.: 22-P069

Ardurra
11750 Katy Freeway, Suite 300
Houston, Texas 77079

Attn: Mr. Patrick Rummel, P.E.

**PROPOSAL FOR GEOTECHNICAL STUDY
JERRY MATHESON PARK IMPROVEMENTS
AT ULRICH ROAD
CITY OF TOMBALL, TEXAS**

Dear Mr. Rummel:

We appreciate the opportunity to submit our revised proposal to conduct a geotechnical study for the proposed improvements to Jerry Matheson Park at Ulrich Road, City of Tomball, Texas (Key Map 288 C). The project consists of the construction of pickle ball courts and a pavilion with shade structure. We understand that the pickle ball courts will be supported on slab-on-grade foundation. The pavilion/shade structure will be supported on either drilled piers or slab-on-grade foundations. The project information was provided by you via e-mail transmittal on October 6, 2022, that included the site plan and proposed boring locations. We received additional information via email transmittal on October 11, 2022.

Scope of Services

Our scope of services covered in this proposal consists of field exploration, laboratory testing, and the preparation of a geotechnical engineering report.

Field Exploration. We will drill two (2) 20-ft deep borings to evaluate the subsurface soil and groundwater conditions. The boring locations and the number of borings were determined by the client. The borings will be drilled in general accordance with ASTM D 1452 standard. Cohesive subsurface soils will be sampled with a 3-in. diameter, thin-walled tube (ASTM D 1587). Granular soils will be sampled with a split-barrel sampler while performing Standard Penetration Test (ASTM D 1586). We will transport representative portions of the recovered samples to our soil mechanics laboratory for testing. We will backfill the open boreholes with soil cuttings after final water level reading upon completion of drilling.

Laboratory Testing. We will perform soil mechanics laboratory tests to measure physical and engineering properties of selected representative soil samples. The testing will generally include measurement of the shear strength, total unit weight, in situ moisture content,

plasticity characteristics and amount of material finer than the No. 200 sieve. All laboratory tests will be performed in general accordance with appropriate ASTM standards. We will keep the samples for 30 days after completion of laboratory testing. We will discard the samples after that time, unless instructed otherwise.

Engineering Report. We will prepare an engineering report that will present our findings and provide geotechnical design recommendations including:

- Subsurface stratigraphy
- Groundwater condition
- Site preparation
- Foundation design parameters
- Foundation settlement estimate

Budget

Our lump sum cost for the above-described services is **\$4,500** and will not be exceeded without your prior written authorization. The cost for the geotechnical study assumes that ingress/egress is provided, and the site is accessible to our drilling equipment.

Schedule

We can typically mobilize the field crew within about two to three days after authorization depending on the availability of drilling equipment. The fieldwork can be completed in one day. We will issue our report within about two weeks after completion of the drilling. We can furnish verbal preliminary information upon completion of the fieldwork and laboratory testing.

Acceptance of Proposal

If you accept our proposal, please sign below and return one copy to our office. The general terms of the proposal are presented in the attached Exhibit A. We can begin work with your verbal authorization.




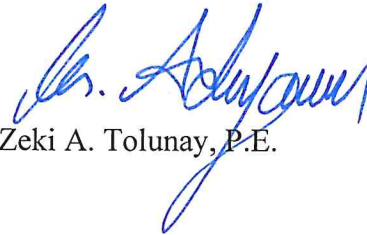
Closing Remarks

Again, we would like to express our appreciation for the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,

TEG-TOLUNAY ENGINEERING GROUP, INC.
TBPE Firm Registration No. F-18154


Mohammed S. Islam, P.E.

for 
Zeki A. Tolunay, P.E.

Accepted by: _____

Name: _____

Date: _____

Attachment: Terms for Geotechnical Engineering Services



WHITE OAK STUDIO
LANDSCAPE ARCHITECTURE

October 8, 2022

Kyle Bertrand, PE Branch Manager – Montgomery County
Ardurra
32731 Egypt Lane, Ste. 500
Magnolia, TX 77354

RE: Scope and Fee Information for Professional Services: Tomball Jerry Matheson Park

Dear Kyle,

We are pleased to offer this scope and fee information to Ardurra to provide landscape architecture design and documentation for park improvements at Jerry Matheson Park. The improvements will be based on the approved park master plan, dated July 2022 and consistent with your recent supplemental agreement with the City of Tomball. We understand Ardurra has an agreement with the City of Tomball and that White Oak Studio (WOS) will serve as a consultant to Ardurra. This letter will outline our understanding of the project, our scope of services and compensation. As we have discussed with you WOS will be joining Kimley-Horn Associates, Inc. on October 17, 2022 and will provide a formal proposal on Kimley-Horn letterhead after that date.

Site components within our responsibility are:

- Grading design for mounds and stormwater detention basin. Detailed documentation and detention calculations by Ardurra.
- Trail geometry design. Documentation of layout geometrics by Ardurra.
- Pickleball court geometrics, surfacing and fences/gates.
- Pool fencing and gates.
- Hardscape layout between pool deck and splashpad.
- Pre-engineered shade structure, including foundation design by our structural consultant.
- Tree plantings.
- Site Furnishings.

SCOPE OF SERVICES

1. Conduct one initial site visit with Ardurra and City staff to verify site conditions and confirm City direction on improvements.
2. Prepare and submit 30% submittal drawings.
3. Prepare and submit cost estimate information for our scope of work.
4. Conduct one virtual design review meeting with Ardurra and City staff.
5. Refine design drawings based on City comments and Ardurra direction.
6. Prepare complete one set of Construction Documents suitable for bidding, permit and construction.
7. Refine construction cost estimate.
8. Prepare technical specifications.
9. Submit 90% drawings.
10. Provide Ardurra drawings for TAS submittal and Building Permit submittal (if required. Prepare drawing changes as required during permit approval process. Permit submittal, TAS submittal and coordination provided by Ardurra.
11. Assist Ardurra during a single Bid Phase, including attendance at Pre-Bid meeting and answer RFI.

12. Construction Administration: Assist SBA with Construction Administration, related to WOS scope. CA assistance will include:
- a. Attend and assist with Preconstruction Meeting.
 - b. 6 Site visits and Site Report.
 - c. Review and comment on contractor submittals.
 - d. Answer contractor RFI.
 - e. Conduct one substantial completion review and prepare punch list of deficient and incomplete items.
 - f. Conduct one final acceptance review.

CONSULTANTS

We include services of a structural engineer for the foundation of the open-air shade structure.

COMPENSATION & PAYMENT

White Oak Studio (Fixed Fee)

Refine design and 30% Submittal	\$9,100
100% Submittal	\$10,400
Bid Phase	\$1,000
<u>Construction Administration</u>	<u>\$9,800</u>
Total White Oak Studio	\$30,300

Structural Engineer \$3,100

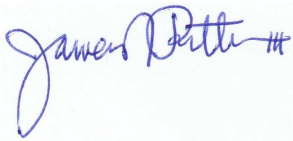
Expenses related to the work, such as mileage, (at applicable IRS rates) and printing will be additional to the fee and billed to you at our expense. We estimate expenses not to exceed \$500.

Our scope of services does not include:

1. Revisions to work that has proceeded based on Ardurra or City direction or approval.
2. Meetings, presentations or presentation materials other than that described above.
3. Work for areas or elements outside the project areas described herein.

We appreciate the opportunity to provide this information and look forward to the opportunity to work with you. If you have questions, please do not hesitate to contact me.

Respectfully,



Jim Patterson, PLA LEED AP
President, James Patterson Associates, Inc. dba White Oak Studio

cc: Aaron Rader, PE – Kimley-Horn

Gunda Corporation
32731 Eygypt Lane, Suite 501
Magnolia, Texas, 77354

Re: Matheson Park Electrical

Att: Kyle A. Bertran, P.E.

The following is a proposal for the above referenced project;

E1 Electrical Abbreviations

E2 Site Electrical

E3 Site Enlarged Electrical A **(Revised)**

E4 Site Enlarged Electrical B **(Revised)**

E5 Site Enlarged Electrical C **(Revised)**

E6 Site Enlarged Electrical D **(Revised)**

E7 Electrical One Line Diagram **(Revised)**

E5 Electrical Details "A"

E6 Electrical Details "B"

E7 Electrical Controls "A" **(Revised)**

Electrical Specifications **(Revised)**

Necessary site visits.

Estimated Electrical C

For the Sum of \$ 17,900.00 (Revised 10/12/2022)

Should you have questions, please feel free to call

Jack R. Neill, P.E.

President



NEILL ASSOCIATES, INC.

Gunda Corporation
32731 Eygypt Lane, Suite 501
Magnolia, Texas, 77354

Re: Matheson Park Electrical Update **October 12,2022**

Att: Patrick Rummel, P.E.

After review of the revised scope I am requesting the following change in my proposal;

1. The New storage bldg and life guard rest area is excluded from this phase but needs to be planned for. **This requires no change. Provisions for future shall be provided.**
2. The Spash Pade: **Splash Pad (3 phase) will require a permnant feeder not just provisions, along with providing a 3 phase service.**
3. **The Pickle Ball lighting and the Splash Pad lighting will offset each other.**

The increase cost in item two(2) will be \$ 2900.00 ~ 19%

All other requirements in the Professional Service Agreement lok fine with this minor change.

Should you have aner further questions please feel free to contact.

Jack R. Neill, P.E.

President

