

**SUPPLEMENTAL No. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2017-10033
CITY OF TOMBALL
LIVABLE CENTER IMPLEMENTATION
ALLEY IMPROVEMENTS**

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL and GUNDA CORPORATION, LLC executed the 15th day of January, 2019, relative to professional services for Tomball Engineering and Planning Project No. 2017-10033.

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

**SUPPLEMENTAL No. 2 SECTION I
SCOPE OF AGREEMENT**

The scope of services shall be amended to include supplemental professional engineering planning, design, and bidding phase services. Upon completion of a 95% plan submittal in December 2020, coordination meetings with the Tomball Economic Development Corporation (TEDC) and the City of Tomball (City) have been held for additional aesthetic and pedestrian enhancements via an amenity construction package. In conjunction with these coordination meetings, workshops have been held with private property owners to establish the ultimate waste solution for each alley block. Rescoping and drawing revision are necessary to implement these changes in the alley improvements construction package. Revisions to project deliverables are listed below:

1. Update project manual for revised bidding strategy from City standard (lowest bidding) to RFP process, including selection criteria and interviews
2. Structural engineering (H2B) for three (3) additional dumpster enclosure configurations adequate for refusal containers on casters
3. Revise plans for reinforced concrete (non-stamped) along alleys at approved enclosure locations determined by City and TEDC
4. Revise plans to eliminate improvements at Cherry Street Pocket park
5. Revise plans to include a new, prefabricated public restroom at Cherry Street Pocket Park. Revision includes utility connection and a structural engineered foundation design (H2B)
6. Include brick edging along all sidewalks proposed within project limits
7. Surveying services (Windrose) for additional proposed easements (up to 6 easements including abstracting fees)
8. Updated engineers' opinion of probable construction cost and project manual

Exclusions

1. Amenity Construction Package, including but not limited to Cherry Street Pocket Park and infrastructure improvements in private property
2. Public utility rehabilitation and/or replacement within project limits
3. Coordination with CenterPoint and private utility owners for relocation of aerial power/telecommunication lines
4. Cherry Street sidewalk extension at Market Street

**SUPPLEMENTAL No. 2 SECTION IV
TIME FOR PERFORMANCE**

The time for performance of the supplemental Scope of Work shall be extended through the construction duration with an estimated bid-ready package available for City review and approval in 4 weeks. 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. 2 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 \$57,320.00 (Subconsultant cost + 10%) for a total amended contract amount not to exceed \$305,819.00, including reimbursable expenses.

Services to be Provided	Original Fee (Aug 2019)	Supp. 1 (Feb 2020)	Supp. 2 (Nov 2022)	Revised Total	
A & B – Eng. Basic Services	\$ 44,810.00	\$ 72,890.00	\$ 39,300.00	\$ 157,000.00	(Lump Sum)
C - Construction Phase Services	\$ 13,450.00	\$ 16,820.00	\$ 3,000.00	\$ 33,270.00	(Hourly)
D - Additional Services					
Bndy & Topo Survey (Windrose)					
North Alley	\$ 7,365.00	\$ 2,200.00	\$ -	\$ 9,565.00	(Lump Sum)
South Alley	\$ 7,365.00	\$ -	\$ -	\$ 7,365.00	(Lump Sum)
Parking	\$ 4,414.00	\$ -	\$ -	\$ 4,414.00	(Lump Sum)
Add't Survey if needed	\$ 3,300.00	\$ 3,300.00	\$ -	\$ 6,600.00	(Lump Sum)
Material Testing during Construction (TEG)	\$ 16,860.00	\$ 6,750.00	\$ 440.00	\$ 24,050.00	(T&M)
SWPPP	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	(Lump Sum)
Traffic Control Plan	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	(Lump Sum)
TDLR Coordination & Inspection	\$ 4,080.00		\$ -	\$ 4,080.00	(Lump Sum)
Workshop, Stakeholder Meeting & Rescoping	\$ -	\$ 24,200.00	\$ -	\$ 24,200.00	(Lump Sum)
Structural Engineering (H2B)	\$ -	\$ 8,250.00	\$ 5,995.00	\$ 14,245.00	(Lump Sum)
Legal Descriptions & Exhibits	\$ -	\$ 2,695.00	\$ 8,085.00	\$ 10,780.00	(Per Esmt)
Reimbursable Expenses	\$ 2,750.00	\$ -	\$ 500.00	\$ 3,250.00	(Cost Plus)
	<u>\$ 111,394.00</u>	<u>\$ 137,105.00</u>	<u>\$ 57,320.00</u>	<u>\$ 305,819.00</u>	

**SUPPLEMENTAL No. 2 SECTION IX
ADDRESSES, NOTICES AND COMMUNICATIONS**

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
501 W. Market Street
Tomball, Texas 77375
Attn: Drew Huffman, Director of Public Works

**SUPPLEMENTAL No. 2 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 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 Assistant 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

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Doris Speer, City Secretary



Civil and Structural Engineers

Texas Board of Professional Engineers Firm Registration Number 8856
1225 North Loop West, Suite 800 Houston, TX 77008 • www.h2bengineers.com • 713.864.2900

November 21, 2022

Patrick Rummel, P.E.
Gunda Corporation
11750 Katy Freeway, Suite 300
Houston, Texas 77079

Re: Additional Services Professional Structural Engineering Services Proposal for the
Alley & Sidewalk Improvements at
West Main Street
Tomball, Texas 77375
Proposal Number P-2020-06-0213

Dear Mr. Rummel,

H2B, Inc. (H2B) is pleased to submit this proposal to you for the Professional Structural Engineering Services required for the New Alley & Sidewalk Improvements at West Main Street in Tomball, Texas.

I. Project Understanding and Summary:

H2B understands that the revision to the project will consist of three (3) additional dumpster enclosure configurations and that the enclosure structures will be CMU walls on three sides. It is anticipated that the foundation will consist of a conventional slab-on-grade foundation with grade beams supporting the masonry walls. The revision will also include a 175 square foot, single story restroom building and the building structure will be prefabricated. It is anticipated that the foundation will consist of a conventional slab-on-grade foundation with grade beams supporting the building loads.

H2B understands that the improvements to the property will consist of the following:

1. Three (3) CMU dumpster enclosure configurations with gates.
2. 175 square foot restroom building foundation.

II. Project Scope of Services:

H2B will complete the following tasks:

1. Prepare structural design drawings for the project. As part of the structural design H2B anticipates completing the following drawings:
 - a. General Notes
 - b. Special Inspection Schedule
 - c. Standard Details
 - d. Foundation Plan
 - e. Typical Details

2. Submit structural drawings as PDF documents to the project Architect for their review and submittal to the permitting authority.
3. Provide construction phase services including responses to contractor requests for information (RFIs) and material submittals for structural engineering related tasks on an hourly basis for the rates described in Exhibit A. Site visits during construction are specifically excluded but may be completed in accordance with the Optional Supplemental Services below.

III. Assumptions and Exclusions:

H2B has made the following assumptions when preparing this proposal and specifically excludes the following. If necessary, H2B can provide a proposal for any of the services outlined below.

- H2B has assumed that the Architect will gather the drawings from all disciplines and submit to the authority having jurisdiction (AHJ) for the issuance of a building permit.
- H2B has excluded purchasing any required permits.
- H2B has assumed that the Architect will submit drawings to a Registered Accessibility Specialist as required for construction valued over \$50,000 to confirm compliance with the Texas Department of Licensing and Regulation for handicap accessibility.
- H2B has assumed that construction phase services will be completed by H2B in order to provide a required letter of compliance. No such letter can be provided if site observations were not completed during construction without potentially requiring destructive and/or non-destructive testing of the completed structure.
- H2B has specifically excluded special inspections.

IV. Summary of Fees:

A. Lump Sum Fee Breakdown for Scope of Services:

Task	Description	Fee
1-2	Structural Construction Documents	\$3,750.00
3	Construction Phase Services	\$1000.00
3	Construction Phase Reimbursables	\$100.00
	Total Proposed Fee:	\$4,850.00

B. Optional Supplemental Services:

Task	Description	Fee
3	Construction Phase Site Visits (if requested)	\$600.00

V. Required Information from Client:

In order to complete the design, H2B requires the following information:

- Executed copy of this agreement.
- Cut sheet for prefabricated restroom building.
- Civil progress drawings in PDF and AutoCAD format.

H2B is prepared to start work on this project immediately upon receiving an executed agreement and the above-mentioned project files. By signing below, you indicate your acceptance of this proposal and responsibility for payment. Progress invoices will be provided monthly. Third-party

Patrick Rummel, P.E.
Gunda Corporation
Page 3

reproductions and deliveries will be invoiced at cost plus 10% with mileage reimbursed at the current IRS rate plus 10%. The attached *H2B, Inc. Terms and Conditions* and this proposal constitute the full and complete Agreement.

H2B looks forward to working with you on this important project. Please feel free to call me if you have any questions.

Respectfully,



Tod J. Henning, P.E.
President

Patrick Rummel, P.E.
Gunda Corporation

EXHIBIT "A"
2021 STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed at the following all-inclusive hourly rates:

Principal	\$ 270.00
Senior Project Manager	\$ 220.00
Project Manager	\$ 170.00
Senior Structural Engineer.....	\$ 190.00
Structural Engineer II	\$ 125.00
Structural Engineer I.....	\$ 110.00
Senior Civil Engineer	\$ 150.00
Civil Engineer II.....	\$ 120.00
Civil Engineer I.....	\$ 105.00
Senior Designer.....	\$ 170.00
Designer II	\$ 115.00
Designer I.....	\$ 100.00
CADD Technician.....	\$ 85.00
Clerical.....	\$ 70.00

Note: Overtime for hourly employees in excess of 8 hours per day, Saturday, Sunday, or holidays at Client's request will be charged at 1.5 times.

TRAVEL AND SUBSISTENCE:

All travel and subsistence expenses are invoiced at actual cost plus 10%. Cost of mileage on private or company-owned vehicles is computed at the current IRS rate of \$0.56/mile (or updated current rate) plus 10%.

PURCHASED SERVICES, MATERIAL, AND EQUIPMENT:

All purchased project services, material, and equipment not itemized below are invoiced at actual cost, plus 10%. These include, but are not limited to, consultants, subcontract services, rented or leased equipment, project material and/or equipment, third-party reproduction, shipping, deliveries, photogrammetry, etc.

TERMS:

Invoices are submitted monthly for all services rendered during the previous month and are payable in full "Net 30 Days" from the date of the invoice. Late payments will incur a late charge of 1.5% (one and one-half percent) per month from the original invoice date.