



MEMORANDUM

To: John Baumgartner
City Manager

From: James L. Doyle, Jr., Sr. Project Manager

Date: 2/7/2024

Re: DR2101B Oaks of Clear Creek Post Harvey Drainage Study

Under cover of this memorandum please find the proposal from ARKK Engineers to provide professional services for the Oaks of Clear Creek Post Harvey Drainage Study – DR2101B for a combined total amount of **\$9,750 to be added to their contract.**

This amount cannot be tied to GLO funding. CenterPoint will only grant us permission to install the proposed stormwater lines in their easement if the City provides a topographic survey of 500'-0" of existing lines northwest of W, Walker Street that is not a part of this project.

Services to be performed include:

- **Perform topographic survey and preparation of existing stormwater lines in CenterPoint's easement**

The proposal amount will need to be approved by the Executive Director level established in the City's procurement policy.

Per Kristin Clark, funding will come from the following account(s):

DR2101B- LAND – SURVEY- TS CASH

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

Thank you.

DocuSigned by:

Kristin Clark

Kristin Clark, CIP Administration Manager

2/7/2024

Date

DocuSigned by:

Ron Bavarian

Ron Bavarian, Executive Director of Capital Projects
Project Management

2/7/2024

Date

**THIRD AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND ARKK ENGINEERS**

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This Third Amendment (“Amendment”) is entered into between the City of League City (“City”) and ARKK Engineers, LLC. (“Consultant”) on the date set forth below.

RECITALS

WHEREAS the City and Consultant entered into an Agreement (“Agreement”) on or about May 11, 2022, whereby Consultant agreed to provide professional engineering services for the Oaks of Clear Creek Detention Pond Project (DR1902B), which its new project number is (DR2101B); and the Agreement is incorporated into this Amendment by reference; and

WHEREAS the City and ARKK ENGINEERS, the scope has been reduced. Project funds have been reallocated based on deletion and addition of certain tasks for a Net Zero change to contract; 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. ARKK ENGINEERING, LLC authorized to proceed to perform a topographic survey and preparation of existing stormwater lines in CenterPoint’s easement as identified in the exhibit which is attached and incorporated as Exhibit A. The amount of \$9,750 was moved from “**Land-Survey-TS Cash**”
3. The below listed chart shows the summary of fees for this Project:

<u>Summary of Fees:</u>	
Original Agreement:	\$423,020.00
First Amendment:	\$ 9,900.00
Second Amendment - No Increase	\$ 0.00
Third Amendment:	\$ 9,750.00
Total Amended Contract Amount:	\$ 442,670.00

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 _____ day of 2/14/2024, 2022. *(Date to be filled in by City Secretary)*

ARKK ENGINEERS, LLC - "Consultant"

Madhu Kilambi

Madhu Kilambi, PE – Senior Project Manager/Principal

CITY OF LEAGUE CITY – "City"

DocuSigned by:

John Baumgartner

John Baumgartner, City Manager

Attest:

DocuSigned by:

Diana Stapp

Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:

Michelle L Villarreal

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products

(3 number of pages, including this page)

ARKK Engineers, LLC, original scope is to provide engineering design and construction phase services associated with a proposed detention pond and other potential drainage improvements serving The Oaks of Clear Creek Subdivision. The allocated construction budget is up to approximately 3.8 million, depending on final scope of the proposed improvements. The purpose of the project is to reduce the occurrence of structure flooding in the subdivision to the degree that is feasible. Funding for the project will be from a combination of CDBG DR funds Hurricane Harvey relief) and City funds. **The attached exhibit the cost to perform a topographic survey and preparation in CenterPoint's easement.**

See attached letter/proposal.



February 5, 2023

Mr. James Doyle, M.Div., CPM
Senior Project Manager
Project Management
City of League City
300 W Walker St
League City, Texas 77573

Re: Proposal for topographic survey and exhibit preparation for CenterPoint Energy Interurban Right of Way approval **(DR 2101B)**

Dear Mr. Doyle:

As requested, following is a proposal for performing topographic survey and preparation of signed and sealed exhibits required to be included in the Grant to Others CenterPoint Energy (CNP) application package submitted by the City.

Currently the City's storm sewer system is located within the interurban right of way owned by CenterPoint Energy. As part of the Oaks of Clear Creek Storm Sewer Improvement Project currently under design, the City of League City submitted an application with exhibits to CNP for approval of the proposed storm sewer installation within CNP's interurban right of way. As per follow-up correspondence received from CNP, CNP has requested the City of League City to include in their application exhibits for the existing storm sewer located within the interurban right of way. This will require performing additional topographic survey of approximately 500 feet northwest of West Walker Street that was not surveyed as part of this project.

ARKK Engineers will utilize the services of Ellis Surveying Services for performing this additional topographic survey work along a 100' wide CenterPoint Fee Strip from Walker St. north for a distance of approximately 500 feet. ARKK will process the survey data for to aid with the exhibit preparations, coordinate with CNP, prepare the exhibits, and submit a set of signed and sealed survey data sheets to CNP. The total fee for performing this work is **\$9,750**.

If you have any questions or need additional information, please contact me.

Sincerely,

ARKK ENGINEERS, LLC.

A handwritten signature in blue ink that reads "Madhu Kilambi".

Madhu Kilambi, P.E.
Sr. Project Manager/Principal



February 5, 2023

Mr. James Doyle, M.Div., CPM
Senior Project Manager
Project Management
City of League City
300 W Walker St
League City, Texas 77573

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If you have any questions or need additional information, please contact me.

Sincerely,

ARKK ENGINEERS, LLC.

A handwritten signature in blue ink that reads "Madhu Kilambi".

Madhu Kilambi, P.E.
Sr. Project Manager/Principal



City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 21-0266

Agenda Date: 5/11/2021

Version: 1

Status: Consent Agenda

In Control: Engineering

File Type: Agenda Item

Agenda Number: 9B.

Title

Consider and take action on a resolution authorizing a professional services agreement with ARKK Engineering for design work related to drainage improvements for the Oaks of Clear Creek Detention Pond Project (DR2101B) in an amount not to exceed \$423,020 (Director of Engineering)

..Background:

Approval of this resolution will authorize the City Manager to enter into an agreement with ARKK to design detention pond and related drainage improvements within and near the Oaks of Clear Creek Subdivision for an amount not to exceed \$423,020.

In the aftermath of the Hurricane Harvey flooding, City Staff had a Hydrologic & Hydraulic (H&H) Study of areas within the Benson Bayou Watershed and the Oaks of Clear Creek Subdivision performed. In March 2018, a public meeting was held to go over the preliminary findings of the study and to discuss potential improvements to help reduce flooding within this area. In August 2018, the final report was presented to City Council during a Council Work Session. One of the areas of concern discussed during the public meeting and again when presenting to Council was the lack of detention within the area and specifically for the Oaks of Clear Creek Subdivision where structural inundation can occur during 1% exceedance rainfall events.

Based on the H&H Study, City Staff created a potential drainage improvement project. This project was included as part of a list of potential drainage projects outlined on the City's 2019 General Obligation Bond Referendum.

For this contract, ARRK will provide engineering services for detention and related drainage improvements specifically within the Oaks of Clear Creek Subdivision and the potential for another detention pond in the vicinity of the subdivision.

The executed PSA will allow for the following:

- H&H Study for the northern detention pond and an assessment of surrounding areas where an 2nd detention pond could provide benefit for the area.
- Design Phase which will include the production of a detailed set of plans including tree delineation and cost estimates (at 60% and 90%), coordination with utility owners on conflicts, project manuals including SW3P manuals and the final preparations for getting the project ready to bid. This phase will also include sub-contracted work for Topographic Surveys, Geotechnical Investigation, and Environmental Assistance.
- Bidding Phase which will allow for ARRK to assist the City during the bidding of the project by issuing any needed Addendums, evaluating received Bids, and recommendation on award of the construction contract.
- Construction Administration Phase which will allow for ARRK to assist the City during the

File Number: 21-0266

construction of the project by reviewing material submittals, testing reports, contractor pay applications, and make change order recommendations if the need arises. ARRK will also make site visits, attend and contribute to the final acceptance field inspection and prepare Record Drawings (As-Builts) once the project is completed.

- Project Management and Coordination Services including coordination meetings with the City, field visits, public and private utility coordination work, and 2 public meetings.

These base services result in a total cost of \$298,492.

The PSA will also allow for some additional services to be performed on an as needed basis:

1. Land Acquisition Services for the proposed northern detention pond site will be needed. This work can include boundary surveying services, platting services, and easement description (metes and bounds). The proposed cost for this additional service is not to exceed \$19,250.
2. Depending on the location and amount of land needed for the northern detention pond site, the following Environmental Additional Service items could be required: Environmental Assessment Phase 2, Threatened and Endangered Species Habitat Assessment, and Cultural Resources Assessment. The proposed cost for this additional service is not to exceed \$20,625.
3. Depending on the location and amount of land needed for the northern detention pond site, a nationwide USACE permit could be needed. The proposed cost for this additional service is not to exceed \$9,625.
4. If a suitable site for a 2nd pond can be found, then an H&H Study, Design, Bid, and Construction phases along with Land Acquisition Services and Environmental and Permitting will be added to this project so that a 2nd detention pond can be constructed. The proposed cost for this additional service is not to exceed \$50,878.
5. If a 2nd pond is added to the project, one property acquisition could take longer to acquire than the other. With that in mind, ARRK has provided a cost to split this project into 2 separate construction projects so that one site does not hold up the other site. The cost for this additional service is \$11,770.
6. Staff requested ARRK to provide a proposal for an additional public meeting should more than the 2 meetings in the base proposal be needed. The cost associated with this additional meeting is \$1,440.
7. Depending on construction project schedules, it is conceivable that City Inspectors could be engaged with other projects when this project moves into construction. ARRK has provided a proposal for additional construction phase support in an amount not to exceed \$9,500.

Staff recommends executing the attached PSA with ARRK for the engineering services in an amount not to exceed \$423,020, but **only providing a Notice to Proceed for the Basic Services (\$298,492) and Additional Services for Item 1 (\$19,250) at this time.** As work on the project continues, Staff can then make a decision on whether to proceed with the other additional service items or remove them from the PSA.

Because of the complexities associated with the project area and the amount of outside coordination needed, the design phase of this project is estimated to take approximately 12 months to complete.

This project received some grant funding. While the City will make the initial payments related to the items in the PSA, it is anticipated that once the grant reimbursements have been made the total costs for the project will be broken down as follows:

File Number: 21-0266

Total Program Totals	CDBG-DR	FEMA-HMGP	Bond Funding	Total Funding
Oaks of C.C. Detention Pond	\$2,507,976.2	\$250,893.75	\$ 2,541,130	\$5,300,000

This represents anticipated savings of \$962,390 from Bond Funds allocated for these projects.

Attachments:

1. Data Sheet
2. Proposed Resolution
3. PSA for Oaks of Clear Creek Detention Pond and Drainage Improvements
4. Project Aerial Map

CONTRACT ORIGINATION:**FUNDING**

{X} Total funding in the amount of \$423,020 is available as follows:

Base Service (less direct services in base funded directly by CDBG-DR):

Funding in the amount of \$334,525 is available from a 75%/25% split from FEMA HMGP (75%) \$250,893.75 and CDBG-DR (25%) \$83,631.25; with expenses charged to project expense strings (\$250,893.75) DR2101B-PLAN DESIGN-DESIGN-HMGP and (\$83,631.25) DR2101B-PLAN DESIGN-DESIGN-CDBG-DR.

Direct CDBG-DR:

Funding in the amount of \$64,345 is available directly from CDBG-DR with expenses charged to project expense string DR2101B-PLAN DESIGN-DESIGN-CDBG-DR.

Direct Bond Funding:

Funding in the amount of \$24,150 is available directly from GO Bonds with expenses charged to project expense string DR2101B-PLAN DESIGN-DESIGN-GO Bond.

STRATEGIC PLANNING

{X} Addresses Strategic Planning Critical Success Factor #1 - Develop & Maintain our Infrastructure

APPROVED

MAY 11 2021

CITY COUNCIL

Resolution No. 2021-67

RESOLUTION NO. 2021-67

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARKK ENGINEERING FOR DESIGN WORK RELATED TO DRAINAGE IMPROVEMENTS FOR THE OAKS OF CLEAR CREEK DETENTION POND PROJECT (DR1902B) IN AN AMOUNT NOT TO EXCEED \$423,020

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

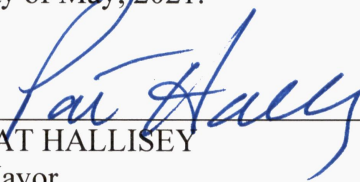
Section 1. The City authorizes a professional services agreement with ARKK Engineering for design work related to drainage improvements for the Oaks of Clear Creek Detention Pond Project (DR1902B) in an amount not to exceed \$423,020; and an executed copy of this agreement shall be attached as Exhibit A.

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.

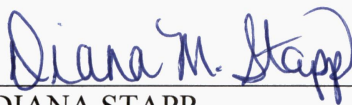
Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 11th day of May, 2021.



PAT HALLISEY
Mayor

ATTEST:



DIANA STAPP
City Secretary

APPROVED AS TO FORM:



NGHIEM V. DOAN
City Attorney



PROFESSIONAL SERVICES AGREEMENT

(FEMA and CDBG funding)

(version 1-7-2021)

This AGREEMENT (“Agreement”) is entered by and between **ARKK Engineers LLC** (“Professional”), located at **7322 Southwest Fwy, Houston, TX 77074** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Oaks of Clear Creek Detention Pond Improvements**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **June 1, 2021** and shall expire on **December 15, 2023** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$423,020** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below:
 - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
 - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
 - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and
 - (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay

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

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

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

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

illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Equal Employment Opportunity:** During the performance of this contract:
 - a. Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Professional may request the United States to enter into such litigation to protect the interests of the United States.

32. Compliance with the Contract Work Hours and Safety Standards Act:

- a. Overtime requirements: No Professional or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section Professional and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Professional and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages: The applicable federal agency or grant recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Professional or subcontractor under any such contract or any other Federal contract with the same prime Professional, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Professional, such sums as may be determined to be necessary to satisfy any liabilities of such Professional or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. **Subcontracts:** Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."
33. **Clean Air Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
34. **Federal Water Pollution Control Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
35. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Professional is required to verify that none of Professional's employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- a. Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - b. This certification is a material representation of fact relied upon by the City. If it is later determined that Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
36. **Byrd Anti-Lobbying Amendment:** Professionals who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient
37. **Procurement of Recovered Materials:** If applicable, Professional, in the performance of this contract, shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's

Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

38. **Amendments:** To be eligible for FEMA assistance under the City's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Therefore, no subsequent change may be made this Agreement that interferes with the City's ability to seek reimbursement from FEMA.
39. **Access to Records:** Professional agrees to provide the City, any Texas state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Professional which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - a. Professional agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - b. Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
40. **DHS Seal, Logo, and Flags:** Professional shall not use the Department of Homeland Security (hereinafter "DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
41. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
42. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.
43. **Program Fraud and False or Fraudulent Statements or Related Acts:** Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Professional's actions pertaining to this contract.
44. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
45. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.
46. **Compliance with CDBG Provisions:** Professional agrees to comply with all administrative requirements of the CDBG funding, including those attached as Exhibit C, attached and incorporated herein.

(signature block on next page)

5/13/2021

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

ARKK ENGINEERS - "Professional"



Madhu Kilambi, PE – Senior Project Manager/Principal

CITY OF LEAGUE CITY – "City"

DocuSigned by:




AA44FE3917BC441...

John Baumgartner – City Manager

Attest:

DocuSigned by:



43740380A932489...

Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:



C589C717FC9D4B2...

Office of the City Attorney



MEMORANDUM

To: John Baumgartner
City Manager

From: James L. Doyle, Jr., Sr. Project Manager

Date: 11/28/2022

Re: DR2101B Oaks of Clear Creek Post Harvey Drainage Study

Under cover of this memorandum please find the proposal from ARKK Engineers to provide professional services for the Oaks of Clear Creek Post Harvey Drainage Study – DR2101B for a combined total amount of **\$9,900**

Services to be performed include:

- Pedestrian survey of cultural services
- Drafting notice and coordination to include in the Environmental Review Record (ERR)

The proposal amount will need to be approved by the Executive Director level established in the City's procurement policy.

Per Monike Harris, funding will come from the following account(s):

DR2101B-PLAN DESIGN-DESIGN-CDBG-DR

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

Thank you.

DocuSigned by:

Monike Harris

Monike Harris, Financial Analyst

11/28/2022

Date

DocuSigned by:

Ron Bavarian

Ron Bavarian, Executive Director of Capital Projects
Project Management

11/28/2022

Date

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND ARKK ENGINEERS**

§
§
§

This Second Amendment (“Amendment”) is entered into between the City of League City (“City”) and ARKK Engineers, LLC. (“Consultant”) on the date set forth below.

RECITALS

WHEREAS, the City and Consultant entered into an Agreement (“Agreement”) on or about May 11, 2022 whereby Consultant agreed to provide professional engineering services for the Oaks of Clear Creek Detention Pond Project (DR1902B), which its new project number is (DR2101B); and the Agreement is incorporated into this Amendment by reference; and

WHEREAS, the City and ARKK ENGINEERS, LLC wish to amend the Agreement to allow for additional engineering services as identified in the proposal dated November 14, 2022, which are hereby incorporated into this Amendment; 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. ARKK ENGINEERING, LLC authorized to proceed with the additional engineering services as identified in the proposal dated November 14, 2022 which is attached and incorporated as Exhibit A for an amount not to exceed \$9,900.
3. The below listed chart shows the summary of fees for this Project:

<u>Summary of Fees:</u>	
Original Agreement:	\$423,020.00
First Amendment:	\$ 9,900.00
Total Amended Contract Amount:	\$432,920.00

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 _____ day of 11/30/2022, 2022. (date to be filled in by City Secretary)

ARKK ENGINEERS, LLC - "Consultant"

Madhu Kilambi
Madhu Kilambi, PE – Senior Project Manager/Principal

CITY OF LEAGUE CITY – "City"

DocuSigned by:
John Baumgartner
John Baumgartner, City Manager

Attest:

DocuSigned by:
Diana Stapp
Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:
Michelle L. Villarreal
Office of the City Secretary

Exhibit A

Scope of Services/Description of Products

(7 number of pages, including this page)

ARKK Engineers, LLC, original scope is to provide engineering design and construction phase services associated with a proposed detention pond and other potential drainage improvements serving The Oaks of Clear Creek Subdivision. The allocated construction budget is up to approximately 3.8 million, depending on final scope of the proposed improvements. The purpose of the project is to reduce the occurrence of structure flooding in the subdivision to the degree that is feasible. Funding for the project will be from a combination of CDBG DR funds Hurricane Harvey relief) and City funds.

See attached letter/proposal.



November 14, 2022

Mr. James Doyle, M.Div., CPM
Senior Project Manager
Project Management
City of League City
300 W Walker St
League City, Texas 77573

Re: Proposal for performing Cultural Resources Survey and Notices for Oaks of Clear Creek Detention Pond Improvements **(DR 2101B)**

Dear Mr. James:

As requested by the City, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing a cultural resources survey and providing notices as part of the ERR document and Texas Integrated Grant Reporting (TIGR) Portal of the above-referenced site for the above referenced project.

ARKK Engineers will utilize the services of Terracon Consultants, Inc. for performing the boundary survey work. The total fee for performing this work is **\$ 9,900** (cost plus 10%). Attached is the proposal from Terracon Consultants, Inc. outlining the scope of work and services.

If you have any questions or need additional information, please contact me.

Sincerely,

ARKK ENGINEERS, LLC.

A handwritten signature in blue ink that reads "Madhu Kilambi".

Madhu Kilambi, P.E.
Sr. Project Manager/Principal



11555 Clay Road, Ste 100
Houston, Texas 77043
P (713) 690-8999
F (713) 690-2055
Terracon.com

Madhu Kilambi

November 8, 2022

ARKK Engineers
7322 Southwest Freeway, Suite 1040
Houston, Texas 77074

RE: Cultural Resources Survey and Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project
League City, Galveston County, Texas
Terracon Project No. P92227711

Dear Mr. Kilambi:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to ARKK Engineers (client) for a cultural resources survey and providing notices as part of the ERR document and Texas Integrated Grant Reporting (TIGR) Portal of the above-referenced site. The scope items are listed below.

- Pedestrian survey of cultural resources
- Drafting notice and coordination to include in the Environmental Review Record (ERR)

1.0 PROJECT INFORMATION

We understand the site consists of approximately 23 acres of undeveloped City-owned land in League City, Galveston County, Texas, and that funding for the project may come from the Community Development Block Grant HUD program administered by the General Land Office. The Texas Historical Commission (THC) has not reviewed the cultural resources desktop for the project area; however, Terracon has developed this scope of work to comply with potential requirements related to the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and Section 106 of the National Historic Preservation Act (NHPA), as appropriate.

2.0 SCOPE OF SERVICES

2.1 Task 1 – Cultural Resources Survey

Because the undertaking will occur on land owned or controlled by a political subdivision of the State of Texas, any surveys that are required will be conducted under an Antiquities Permit (Permit) authorized by the Antiquities Code of Texas, administered by the THC, which fulfills the SHPO responsibility for federally permitted or funded projects. The purpose of the survey would be to locate and identify sites that may be present within the project area. Sites may need to be evaluated for their eligibility for listing to the National Register of Historic Places (NRHP) and/or worthiness for being designated as State Antiquities Landmarks (SALs).

Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711

Upon receipt of Notice to Proceed (NTP), Terracon will prepare a Permit application to conduct the work described herein. This application will outline the research design for this investigation and will describe the field methods to be used in the work. The application will need to be signed by authorized representatives of the landowner, of the project sponsor, and of the proposed Principal Investigator (Terracon employee). This task will cover the effort required to prepare this document and circulate it for signature, to mobilize and coordinate the fieldwork upon receipt of an authorized permit, and for the administrative requirements for conducting the work. Task 1 efforts will run throughout the life of the project.

Terracon understands that the overall project area consists of approximately 23 acres of land located in League City, Texas. The THC has not reviewed the cultural resources desktop for the project area. Terracon has developed this scope of work to comply with potential requirements related to the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and Section 106 of the NHPA. For this project, current minimum survey standards required will be followed; for project areas less than 25 acres in size, two shovel tests should be excavated per acre. This translates to a minimum of 46 shovel tests. Qualified professional archeologists will carry out these efforts consistent with the current Standards for Professional Survey proposed by the Council of Texas Archeologists (CTA) and adopted by the THC. Additional shovel testing may be required to delineate archeological sites in the event that any are found. The current proposal estimates that no more than one site will be found during this survey and that 10 additional shovel tests will be required for full delineation. Accordingly, the overall level of effort for this survey will involve up to approximately 56 shovel tests; approximately 46 of these will be spaced evenly across the survey area and the remainder will be used to delineate sites, features, and other archeological materials or deposits. Shovel tests will avoid the previously disturbed areas, including Coleman Boylan Drive, the pipeline easement, and the existing structure near the northeast corner of the project area. While avoiding obvious disturbances, Terracon personnel will examine areas previously associated with standing structures that appear on early (ca. 1929) aerial imagery for associated remains.

The purpose of the survey will be to locate and identify sites that may be present within the project area. Sites found will be delineated within project area boundaries so that their horizontal extent is known, and so that their vertical extent is approximated to the degree feasible. Any artifacts recorded during this survey will be documented in the field and then returned to their original site-level location in zip-lock bags. The proposed survey is a no-collection effort, meaning that artifacts will be documented in the field and then returned to their original location. Field efforts will be recorded in the form of a field notebook and by use of standardized shovel testing forms. Field photography will record the general nature of the project area, specifically including terrain and other features that may affect or influence the presence or distribution of cultural resources. It is estimated that up to two (2) days of field time will be required to complete this work with a Principal Investigator and a field technician. Based on the results of our desktop assessment, mechanical trenching was not recommended and is not included in this proposal. A change order will be required in cases where the overseeing agencies require deep-reconnaissance, such as trenching or scraping.

Upon completion of the fieldwork described above, any observations that have been made, including about the nature or character of sites encountered or cultural deposits that are noted, will be summarized in a professional report that meets the current Standards for Archeological Reporting by the CTA and that have been adopted by the THC. Investigations conducted under Antiquities Permits are subject to curation requirements; Terracon will close the project out by submitting for curation associated notes, records, and report copies with a state-certified curation facility.

Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711

2.2 Additional Phases of Investigation (If Warranted)

In cases where insufficient data are available following the survey effort to make appropriate recommendations for a site's future treatment, additional investigations may be warranted. Typically, though not always, these additional phases of effort involve somewhat more intensive investigation of site(s) to obtain data necessary for making determinations of NRHP eligibility or SAL worthiness. Sites that are determined to be eligible for listing to the NRHP and/or being designated as SALs will frequently require a treatment plan that details how sites are to be avoided or protected during an undertaking, or that prescribes the investigative measures that will be followed to appropriately mitigate or offset the loss of information that will result from the undertaking. These phases will be undertaken only in consultation with the client and following coordination with the appropriate regulatory agency. Phases of effort subsequent to the initial survey investigation will be carried out under a separate budget and scope.

2.3 Task 2 – Draft Notice and coordination

For the TIGR process and part of the ERR document, a notice will be drafted by Terracon and provided to the grant manager for publishing. Any comments provided by the Grant Manager will be addressed by Terracon. The Grant Manager will publish the notice on the City of League City CDBG-DR webpage, City Hall, and in the newspaper. A final copy of the notice, screenshots of the webpage, photos of the posting, and the newspaper affidavit will be provided by the Grant Manager to be included in the ERR.

3.0 SCHEDULE

Task 1 services will be initiated within five business days upon receipt of authorization, per below, and written notice to proceed. Fieldwork will be initiated within 15 business days of Terracon's receipt of the Permit authorizing these investigations. The initial draft report described in Task 1 will be emailed to the client for review and/or approval within 15 business days of the completion of cultural resources fieldwork. Upon receipt of client comments, the report will be submitted to the THC for regulatory review. That agency typically takes up to 30 calendar days to review deliverables and issue their opinion regarding concurrence with our recommendations. However, understanding that the client is working with scheduling deadlines relating to project financing, Terracon will do its best to work with the THC to expedite the review of this report so that final conclusions can be available as soon as possible. Project close out including curation will be conducted on an expedient schedule following the review and acceptance by the THC of Terracon's draft report. Terracon will expedite this project at every opportunity.

The notices will be coordinated with Grant Manager and once a date is established for publishing and upon completion of the draft EA.

4.0 RELIANCE

The reports will be prepared for the exclusive use and reliance of the client. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711

If the client is aware of additional parties that will require reliance on the reports, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the report by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$500.00 per relying party.

Reliance on the reports by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and reports. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

5.0 SCOPE AND REPORT LIMITATIONS

The services described above will be performed in accordance with current, generally accepted professional practices in the local area. No warranties, express or implied, are intended or made.

The stated and inherent limitations of the Scope of Services proposed herein must be considered when the user formulates opinions as to potential regulatory requirements associated with development of the site.

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

6.0 COMPENSATION

The cost estimate below is submitted on a firm, fixed-price lump sum basis. The stated fees are valid only for ninety (90) days after the date of this proposal. The fee estimate is based on the assumptions and conditions provided at the time of this proposal. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a time and materials basis for an additional fee based on a not-to-exceed budget.

Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711

Scope of Services	Fee
Task 1 Cultural Resources Survey	\$8500
Task 2 – Notice and Coordination for ERR	\$500
Total Fee	\$9,000

7.0 AUTHORIZATION

These services may be authorized by acceptance of this proposal and execution of the attached Agreement for Services between the client and Terracon.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Tanya Mitra
 Senior Scientist

Jon C. Lohse, Manager
 Environmental Planning Group

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND ARKK ENGINEERS**

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§

This Second Amendment (“Amendment”) is entered into between the City of League City (“City”) and ARKK Engineers, LLC. (“Consultant”) on the date set forth below.

RECITALS

WHEREAS, the City and Consultant entered into an Agreement (“Agreement”) on or about May 11, 2022 whereby Consultant agreed to provide professional engineering services for the Oaks of Clear Creek Detention Pond Project (DR1902B), which its new project number is (DR2101B); and the Agreement is incorporated into this Amendment by reference; and

WHEREAS, the City and ARKK ENGINEERS, LLC wish to amend the Agreement to allow for additional engineering services as identified in the proposal dated November 14, 2022, which are hereby incorporated into this Amendment; 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. ARKK ENGINEERING, LLC authorized to proceed with the additional engineering services as identified in the proposal dated November 14, 2022 which is attached and incorporated as Exhibit A for an amount not to exceed \$9,900.
3. The below listed chart shows the summary of fees for this Project:

<u>Summary of Fees:</u>	
Original Agreement:	\$423,020.00
First Amendment:	\$ 9,900.00
Total Amended Contract Amount:	\$432,920.00

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 _____ day of _____, 2022. *(date to be filled in by City Secretary)*

ARKK ENGINEERS, LLC - "Consultant"

Madhu Kilambi
Madhu Kilambi, PE – Senior Project Manager/Principal

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

(7 number of pages, including this page)

ARKK Engineers, LLC, original scope is to provide engineering design and construction phase services associated with a proposed detention pond and other potential drainage improvements serving The Oaks of Clear Creek Subdivision. The allocated construction budget is up to approximately 3.8 million, depending on final scope of the proposed improvements. The purpose of the project is to reduce the occurrence of structure flooding in the subdivision to the degree that is feasible. Funding for the project will be from a combination of CDBG DR funds Hurricane Harvey relief) and City funds.

See attached letter/proposal.



November 14, 2022

Mr. James Doyle, M.Div., CPM
Senior Project Manager
Project Management
City of League City
300 W Walker St
League City, Texas 77573

Re: Proposal for performing Cultural Resources Survey and Notices for Oaks of Clear Creek Detention Pond Improvements (**DR 2101B**)

Dear Mr. James:

As requested by the City, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing a cultural resources survey and providing notices as part of the ERR document and Texas Integrated Grant Reporting (TIGR) Portal of the above-referenced site for the above referenced project.

ARKK Engineers will utilize the services of Terracon Consultants, Inc. for performing the boundary survey work. The total fee for performing this work is **\$ 9,900** (cost plus 10%). Attached is the proposal from Terracon Consultants, Inc. outlining the scope of work and services.

If you have any questions or need additional information, please contact me.

Sincerely,

ARKK ENGINEERS, LLC.

A handwritten signature in blue ink that reads "Madhu Kilambi".

Madhu Kilambi, P.E.
Sr. Project Manager/Principal



11555 Clay Road, Ste 100
Houston, Texas 77043
P (713) 690-8999
F (713) 690-2055
Terracon.com

Madhu Kilambi

November 8, 2022

ARKK Engineers
7322 Southwest Freeway, Suite 1040
Houston, Texas 77074

RE: Cultural Resources Survey and Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project
League City, Galveston County, Texas
Terracon Project No. P92227711

Dear Mr. Kilambi:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to ARKK Engineers (client) for a cultural resources survey and providing notices as part of the ERR document and Texas Integrated Grant Reporting (TIGR) Portal of the above-referenced site. The scope items are listed below.

- Pedestrian survey of cultural resources
- Drafting notice and coordination to include in the Environmental Review Record (ERR)

1.0 PROJECT INFORMATION

We understand the site consists of approximately 23 acres of undeveloped City-owned land in League City, Galveston County, Texas, and that funding for the project may come from the Community Development Block Grant HUD program administered by the General Land Office. The Texas Historical Commission (THC) has not reviewed the cultural resources desktop for the project area; however, Terracon has developed this scope of work to comply with potential requirements related to the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and Section 106 of the National Historic Preservation Act (NHPA), as appropriate.

2.0 SCOPE OF SERVICES

2.1 Task 1 – Cultural Resources Survey

Because the undertaking will occur on land owned or controlled by a political subdivision of the State of Texas, any surveys that are required will be conducted under an Antiquities Permit (Permit) authorized by the Antiquities Code of Texas, administered by the THC, which fulfills the SHPO responsibility for federally permitted or funded projects. The purpose of the survey would be to locate and identify sites that may be present within the project area. Sites may need to be evaluated for their eligibility for listing to the National Register of Historic Places (NRHP) and/or worthiness for being designated as State Antiquities Landmarks (SALs).

Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711

Upon receipt of Notice to Proceed (NTP), Terracon will prepare a Permit application to conduct the work described herein. This application will outline the research design for this investigation and will describe the field methods to be used in the work. The application will need to be signed by authorized representatives of the landowner, of the project sponsor, and of the proposed Principal Investigator (Terracon employee). This task will cover the effort required to prepare this document and circulate it for signature, to mobilize and coordinate the fieldwork upon receipt of an authorized permit, and for the administrative requirements for conducting the work. Task 1 efforts will run throughout the life of the project.

Terracon understands that the overall project area consists of approximately 23 acres of land located in League City, Texas. The THC has not reviewed the cultural resources desktop for the project area. Terracon has developed this scope of work to comply with potential requirements related to the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and Section 106 of the NHPA. For this project, current minimum survey standards required will be followed; for project areas less than 25 acres in size, two shovel tests should be excavated per acre. This translates to a minimum of 46 shovel tests. Qualified professional archeologists will carry out these efforts consistent with the current Standards for Professional Survey proposed by the Council of Texas Archeologists (CTA) and adopted by the THC. Additional shovel testing may be required to delineate archeological sites in the event that any are found. The current proposal estimates that no more than one site will be found during this survey and that 10 additional shovel tests will be required for full delineation. Accordingly, the overall level of effort for this survey will involve up to approximately 56 shovel tests; approximately 46 of these will be spaced evenly across the survey area and the remainder will be used to delineate sites, features, and other archeological materials or deposits. Shovel tests will avoid the previously disturbed areas, including Coleman Boylan Drive, the pipeline easement, and the existing structure near the northeast corner of the project area. While avoiding obvious disturbances, Terracon personnel will examine areas previously associated with standing structures that appear on early (ca. 1929) aerial imagery for associated remains.

The purpose of the survey will be to locate and identify sites that may be present within the project area. Sites found will be delineated within project area boundaries so that their horizontal extent is known, and so that their vertical extent is approximated to the degree feasible. Any artifacts recorded during this survey will be documented in the field and then returned to their original site-level location in zip-lock bags. The proposed survey is a no-collection effort, meaning that artifacts will be documented in the field and then returned to their original location. Field efforts will be recorded in the form of a field notebook and by use of standardized shovel testing forms. Field photography will record the general nature of the project area, specifically including terrain and other features that may affect or influence the presence or distribution of cultural resources. It is estimated that up to two (2) days of field time will be required to complete this work with a Principal Investigator and a field technician. Based on the results of our desktop assessment, mechanical trenching was not recommended and is not included in this proposal. A change order will be required in cases where the overseeing agencies require deep-reconnaissance, such as trenching or scraping.

Upon completion of the fieldwork described above, any observations that have been made, including about the nature or character of sites encountered or cultural deposits that are noted, will be summarized in a professional report that meets the current Standards for Archeological Reporting by the CTA and that have been adopted by the THC. Investigations conducted under Antiquities Permits are subject to curation requirements; Terracon will close the project out by submitting for curation associated notes, records, and report copies with a state-certified curation facility.

**Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711**

2.2 Additional Phases of Investigation (If Warranted)

In cases where insufficient data are available following the survey effort to make appropriate recommendations for a site's future treatment, additional investigations may be warranted. Typically, though not always, these additional phases of effort involve somewhat more intensive investigation of site(s) to obtain data necessary for making determinations of NRHP eligibility or SAL worthiness. Sites that are determined to be eligible for listing to the NRHP and/or being designated as SALs will frequently require a treatment plan that details how sites are to be avoided or protected during an undertaking, or that prescribes the investigative measures that will be followed to appropriately mitigate or offset the loss of information that will result from the undertaking. These phases will be undertaken only in consultation with the client and following coordination with the appropriate regulatory agency. Phases of effort subsequent to the initial survey investigation will be carried out under a separate budget and scope.

2.3 Task 2 – Draft Notice and coordination

For the TIGR process and part of the ERR document, a notice will be drafted by Terracon and provided to the grant manager for publishing. Any comments provided by the Grant Manager will be addressed by Terracon. The Grant Manager will publish the notice on the City of League City CDBG-DR webpage, City Hall, and in the newspaper. A final copy of the notice, screenshots of the webpage, photos of the posting, and the newspaper affidavit will be provided by the Grant Manager to be included in the ERR.

3.0 SCHEDULE

Task 1 services will be initiated within five business days upon receipt of authorization, per below, and written notice to proceed. Fieldwork will be initiated within 15 business days of Terracon's receipt of the Permit authorizing these investigations. The initial draft report described in Task 1 will be emailed to the client for review and/or approval within 15 business days of the completion of cultural resources fieldwork. Upon receipt of client comments, the report will be submitted to the THC for regulatory review. That agency typically takes up to 30 calendar days to review deliverables and issue their opinion regarding concurrence with our recommendations. However, understanding that the client is working with scheduling deadlines relating to project financing, Terracon will do its best to work with the THC to expedite the review of this report so that final conclusions can be available as soon as possible. Project close out including curation will be conducted on an expedient schedule following the review and acceptance by the THC of Terracon's draft report. Terracon will expedite this project at every opportunity.

The notices will be coordinated with Grant Manager and once a date is established for publishing and upon completion of the draft EA.

4.0 RELIANCE

The reports will be prepared for the exclusive use and reliance of the client. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711

If the client is aware of additional parties that will require reliance on the reports, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the report by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$500.00 per relying party.

Reliance on the reports by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and reports. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

5.0 SCOPE AND REPORT LIMITATIONS

The services described above will be performed in accordance with current, generally accepted professional practices in the local area. No warranties, express or implied, are intended or made.

The stated and inherent limitations of the Scope of Services proposed herein must be considered when the user formulates opinions as to potential regulatory requirements associated with development of the site.

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

6.0 COMPENSATION

The cost estimate below is submitted on a firm, fixed-price lump sum basis. The stated fees are valid only for ninety (90) days after the date of this proposal. The fee estimate is based on the assumptions and conditions provided at the time of this proposal. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a time and materials basis for an additional fee based on a not-to-exceed budget.



Cultural Resources Survey and ERR Notices Proposal
Oaks of Clear Creek Detention Pond Improvements Project ■ League City, Texas
November 8, 2022 ■ Terracon Proposal No. P92227711

Scope of Services	Fee
Task 1 Cultural Resources Survey	\$8500
Task 2 – Notice and Coordination for ERR	\$500
Total Fee	\$9,000

7.0 AUTHORIZATION

These services may be authorized by acceptance of this proposal and execution of the attached Agreement for Services between the client and Terracon.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Tanya Mitra
 Senior Scientist

Jon C. Lohse, Manager
 Environmental Planning Group



MEMORANDUM

To: John Baumgartner
City Manager

From: James L. Doyle, Jr., Sr. Project Manager

Date: 8/28/2023

Re: DR2101B Oaks of Clear Creek Post Harvey Drainage Study
Reallocation Of Engineering Design Fee Services

Under cover of this memorandum please find the proposal from ARKK Engineers showing the revised engineering services scope and fees for the Oaks of Clear Creek Post Harvey Drainage Study (DR2101B). Project funds have been reallocated based on deletions and additions of certain tasks for a Net Zero change to contract.

See attached proposal:

Thank you.

DocuSigned by:
Monike Harris
5933E0BA5ED340D...
Monike Harris, Financial Analyst

8/29/2023
Date

DocuSigned by:
Ron Bavarian
F3148EFBBD49C...
Ron Bavarian, Executive Director of Capital Projects

8/29/2023
Date

Retention Pond Improvements Project
City of League City
ARKK Job No. 21-021
'FEE SUMMARY'

EXHIBIT 'A-1' - FEE		<i>* = Time Critical</i>	
Task	Previously Approved Fees	Amendment Fee	Scheduled Task
BASE FEE:			
*Task 1: Hydrologic and Hydraulic Study/Calculations for the North Detention Pond (L.S. Amount):	\$16,440.00		
*Task 2: Evaluation and Letter report of assessment of 2nd Pond Site (Lump Sum Amt):	\$7,200.00	(\$7,200.00)	
*Task 3: Topographic Surveying Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: (Cost plus 10%):	\$25,839.00		
*Task 4: Evaluation, tagging, and Documentation of Qualifying Trees for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: (Cost plus 10%):	\$8,250.00		
*Task 5: Geotechnical Engineering Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: (Cost plus 10%):	\$10,945.00		
*Task 6: Engineering Design Basic Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch (Lump Sum Amount):	\$181,468.00		
*Task 7: Phase I Environmental Site Assessment for North Detention Pond: (Cost plus 10%):	\$4,180.00		
*Task 8: Wetlands Delineation Services for North Detention Pond: (Cost plus 10%):	\$5,500.00		
*Task 9: Boundary Surveying Services for North Detention Pond: (Cost plus 10%):	\$8,250.00		
*Task 10: Subdivision Platting Services for North Detention Pond: (Cost plus 10%):	\$8,250.00		
*Task 11: Easement Description Services for Interurban Ditch: (Cost plus 10%):	\$2,750.00		
Task 12: Bid Phase Services (Lump Sum Amount):	\$3,750.00		
Task 13: Construction Administration Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch (Lump Sum Amount):	\$34,920.00		
Task 14: Construction Phase Additional Support Services (Hourly Not-to-Exceed):	\$9,500.00		
TOTAL BASE FEE:	\$327,242.00		
ADDITIONAL SERVICES FEE:			
Task 15: USACE Regulatory Permit Application Services (To Be Performed Only if Required) for North Detention Pond Site: (Cost plus 10%) - Includes: Jurisdictional Determination (\$1,650.00) & Pre-Construction Notification to USACE Preparation (\$7,975.00):	\$9,625.00		
<i>*THE FOLLOWING ENVIRONMENTAL SERVICES WILL ONLY BE PERFORMED AS REQUIRED AS A CONDITION OF THE CDBG-DR GRANT AND/OR REQUIRED AS A CONDITION OF A CORPS OF ENGINEERS PERMIT:</i>			
Task 16: Environmental Assessment per 24 CFR §58 (To Be Performed Only if Required) for North Detention Pond Site: (Cost plus 10%):	\$17,050.00		
Task 17: Threatened and Endangered Species Habitat Assessment (To Be Performed Only if Required) for North Detention Pond Site: (Cost plus 10%):	\$1,925.00		
Task 18: Desktop Cultural Resources Assessment (To Be Performed Only if Required) for North Detention Pond Site: (Cost plus 10%):	\$1,650.00		
<i>*IF A LOCATION FOR A 2ND POND IS SELECTED AND ADDED TO THE PROFESSIONAL SERVICES AGREEMENT, THE FOLLOWING ADDITIONAL SERVICES ARE PROPOSED:</i>			
*Task 19: Hydrologic and Hydraulic Study / Calculations for the 2nd Detention Pond (Lump Sum Amount):	\$4,200.00	(\$4,200.00)	
*Task 20: Topographic Surveying Services for 2nd Detention Pond and Diversion Storm Sewers: (Cost plus 10%):	\$3,520.00	(\$3,520.00)	
*Task 21: Evaluation, tagging, and Documentation of Qualifying Trees for 2nd Detention Pond and Diversion Storm Sewers: (Cost plus 10%):	\$1,750.00	(\$1,750.00)	
*Task 22: Geotechnical Engineering Services for 2nd Detention Pond and Diversion Storm Sewers: (Cost plus 10%):	\$2,145.00	(\$2,145.00)	
Task 23: Budget to Remobilize and prepare up to two additional separate Geotechnical reports, only if needed: (Cost plus 10%):	\$4,400.00	(\$4,400.00)	
*Task 24: Phase I Environmental Services for 2nd Detention Pond Site: (Cost plus 10%):	\$4,180.00	(\$4,180.00)	
Task 25: USACE Regulatory Permit Application Services (To Be Performed Only if Required) for 2nd Detention Pond Site: (Cost plus 10%) - Includes: Jurisdictional Determination (\$1,650.00) & Pre-Const. Notification to USACE Preparation (\$7,975.00):	\$9,625.00	(\$9,625.00)	
*Task 26: Boundary Surveying Services for 2nd Detention Pond Site: (Cost + 10%):	\$1,430.00	(\$1,430.00)	
*Task 27: Engineering Design Basic Services for 2nd Detention Pond and Diversion Storm Sewers (Lump Sum Amount):	\$14,633.00	(\$14,633.00)	
Task 28: Construction Administration Services for 2nd Detention Pond and its Related Diversion Storm Sewers (Lump Sum Amount):	\$4,995.00	(\$4,995.00)	
Task 29: Engineering Service to Split the Project into two (2) separate bid packages (Includes 2nd Bid Phase) (Lump Sum Amount):	\$11,770.00	(\$11,770.00)	
Task 30: Engineering Services to prepare for and attend two (2) additional public meetings (Lump Sum Amount):	\$2,880.00		
AMENDMENT NO. 1 (PREVIOUSLY APPROVED BY THE CITY)			
Cultural Resources Survey	\$9,350.00		
Notice and Coordination for ERR	\$550.00		
TOTAL ADDITIONAL SERVICES FEE	\$105,678.00		

Retention Pond Improvements Project
City of League City
ARKK Job No. 21-021
'FEE SUMMARY'

BASIC SERVICES - AMENDMENT NO. 2:			
Task 31: Additional Design for Washington Street Storm Sewer (Lump Sum Amount):		\$48,500.00	
TOTAL AMENDMENT NO. 1 - BASIC SERVICES		\$48,500.00	
ADDITIONAL SERVICES - AMENDMENT NO. 2:			
Task 32: Additional Cost Estimate Options (Lump Sum Amount):		\$4,500.00	
Task 33: Additional H & H Fee (Lump Sum Amount):		\$6,950.00	
Task 34: Additional Topographic Survey for Washington Street (Cost Plus 10%):		\$3,205.00	
Task 35: Survey's Easement Description (One) (Cost Plus 10%):		\$2,750.00	
Task 36: Environmental Budget to Update Document (Cost Plus 10%):		\$2,000.00	
Task 37: Miscellaneous Allowance as approved by the City (Hourly and Cost Plus 10%):		\$1,943.00	
TOTAL AMENDMENT NO. 2 - ADDITIONAL SERVICES		\$21,348.00	
TOTAL AMENDMENT NO. 2:		\$0.00	<u>Contract Amount</u>
TOTAL FEE NOT-TO-EXCEED (ALL SERVICES):		\$432,920.00	\$432,920.00

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND ARKK ENGINEERS**

§
§
§

This Second Amendment (“Amendment”) is entered into between the City of League City (“City”) and ARKK Engineers, LLC. (“Consultant”) on the date set forth below.

RECITALS

WHEREAS the City and Consultant entered into an Agreement (“Agreement”) on or about May 11, 2022, whereby Consultant agreed to provide professional engineering services for the Oaks of Clear Creek Detention Pond Project (DR1902B), which its new project number is (DR2101B); and the Agreement is incorporated into this Amendment by reference; and

WHEREAS the City and ARKK ENGINEERS, the scope has been reduced. Project funds have been reallocated based on deletion and addition of certain tasks for a Net Zero change to contract; 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. ARKK ENGINEERING, LLC authorized to proceed with a no cost increase to engineering service fees as identified in the exhibit which is attached and incorporated as Exhibit A. The amount of \$1,943.00 was moved to “**Miscellaneous Allowance**” (Task 37 in the proposal).
3. The below listed chart shows the summary of fees for this Project:

<u>Summary of Fees:</u>	
Original Agreement:	\$423,020.00
First Amendment:	\$ 9,900.00
Second Amendment	\$ 0
Total Amended Contract Amount:	\$432,920.00

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 _____ day of 9/1/2023, 2022. (Date to be filled in by City Secretary)

ARKK ENGINEERS, LLC - "Consultant"

Madhu Kilambi

Madhu Kilambi, PE – Senior Project Manager/Principal

CITY OF LEAGUE CITY – "City"

DocuSigned by:

John Baumgartner

John Baumgartner, City Manager

Attest:

DocuSigned by:

Diana Stapp

Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:

Michelle Villarreal

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products

(3 number of pages, including this page)

ARKK Engineers, LLC, original scope is to provide engineering design and construction phase services associated with a proposed detention pond and other potential drainage improvements serving The Oaks of Clear Creek Subdivision. The allocated construction budget is up to approximately 3.8 million, depending on final scope of the proposed improvements. The purpose of the project is to reduce the occurrence of structure flooding in the subdivision to the degree that is feasible. Funding for the project will be from a combination of CDBG DR funds Hurricane Harvey relief) and City funds. **The attached exhibit displays in Task #37 of the proposal that moved \$1,943.00 to miscellaneous allowance.**

See attached letter/proposal.

Retention Pond Improvements Project
City of League City
ARKK Job No. 21-021
'FEE SUMMARY'

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Retention Pond Improvements Project
City of League City
ARKK Job No. 21-021
'FEE SUMMARY'

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