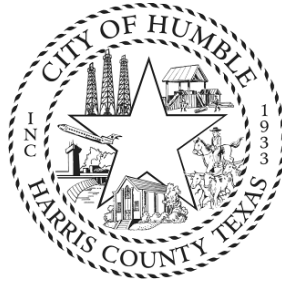


HUMBLE CITY COUNCIL
MEETING PACKET
JULY 13, 2021



City Manager
Jason Stuebe

City Secretary
Jenny Page


Mayor
Norman Funderburk
Council Members
Charles Cunningham
Andy Curry
Bruce Davidson
David Pierce
Paula Settle

Agenda
Humble City Council
Special Meeting
Tuesday, July 13, 2021 at 10:00 a.m.
City Hall Council Chamber, 114 West Higgins
Humble, Texas

1. Call to order.
2. Invocation and Pledge of Allegiance.
3. Presentation, possible action, and discussion on approval of Resolution No. 21-836 providing for the appointment of a Charter Commission to review the City Charter and recommend to City Council proposed amendments, if any.
4. Presentation, possible action, and discussion on approval of a Professional Engineering and Service Agreement for Engineering and Construction Phase Services for the Jordan's Gully and Dennis Street Drainage Improvements Project to ARKK Engineers, LLC in the amount not to exceed \$231,220.00.
5. Adjourn.

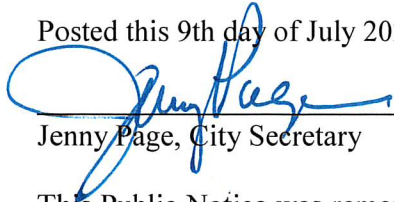
I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas and the City's website, www.cityofhumble.com. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 9, 2021 by 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Submitted:



Jason Stuebe, City Manager

Posted this 9th day of July 2021, by 5:00 p.m.



Jenny Page, City Secretary



This Public Notice was removed from the official posting board at the Humble City Hall on the following date and time: _____ by _____

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 446-3061 OR FAX (281) 446-7843 FOR FURTHER INFORMATION.

Council Meeting
July 13, 2021
Agenda Item #3

Resolution #21-836
Charter Commission

RESOLUTION NO. 21-836

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUMBLE,
TEXAS, AUTHORIZING THE APPOINTMENT OF A CHARTER
COMMISSION; AND MAKING OTHER FINDINGS AND PROVISIONS
RELATED THERETO.**

WHEREAS, the City of Humble, Texas (“City”) is a home rule municipality which is duly incorporated and chartered under the constitution and laws of Texas; and

WHEREAS, the home rule charter of the City (the “Charter”) was adopted by its citizens by election in December 1970, and has been amended by elections in April 1978, April 1982, January 1987, May 1992, May 1996 and May 2000; and

WHEREAS, Article VIII, Section 13 of the Charter provides that it may be amended by the same procedure provided by state law to adopt a new charter; and

WHEREAS, Chapter 9 of the Texas Local Government Code (the “Code”) provides for the adoption and amendment of a home rule charter; and

WHEREAS, Section 9.004 of the Code and Section 13 of the Charter provides that the City Council may submit proposed charter amendments to the voters for their approval at an election; and

WHEREAS, the City Council finds that due to state law changes and the lapse of time since the last Charter amendments were approved that it is appropriate to consider proposed amendments to the Charter; and

WHEREAS, the City Council desires to form a charter commission (“Commission”) to review the Charter and make recommendations to City Council regarding proposed charter amendments; and

WHEREAS, Section 9.002 of the Code provides that the mayor of the City may appoint a charter commission;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUMBLE, TEXAS:

Section 1. The City Council authorizes and directs the Mayor to appoint a Commission to review the Charter and recommend to City Council proposed amendments, if any,

to the Charter.

Section 2. The Commission shall consist of six (6) members including: the Mayor, one (1) Council Member, two (2) citizens of the City of Humble, the City Secretary and the City Manager.

Section 3. The City Secretary shall serve as the presiding officer of the Commission.

Section 4. The City Secretary shall designate an ex-officio secretary of the Commission.

Section 5. The City Attorney shall serve as legal counsel to the Commission.

Section 6. The meetings of the Commission will be open to the public. The Commission shall conduct at least one public hearing to receive input from the public, in addition to input from city staff, the mayor and members of council. The Council requests the Commission complete its work and submit a written report to City Council by November 1, 2021.

APPROVED AND ADOPTED at a regular meeting on this the 13th day of July, 2021.

CITY OF HUMBLE, TEXAS

Norman Funderburk, Mayor

ATTEST:

Jenny Page, City Secretary

Council Meeting
July 13, 2021
Agenda Item #4

Professional Engineering Agreement
ARKK Engineering, LLC



ATTACHMENT "A"

July 7, 2021

Mr. Mark K. Arnold
Director of Public Works
City of Humble
102 Granberry
Humble, Texas 77338

Re: Proposal for Engineering and Construction Phase Services for the Jordan's Gully and Dennis Street Drainage Improvements Project

Dear Mr. Arnold:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project consists of providing engineering design and construction phase services for drainage improvements along Jordan's Gully (G-103-43-00) from Wilsons Road to upstream of Dennis Street Ditch (G-103-43-03); Dennis Street Ditch from Jordan's Gully to headwall and culverts pipes draining Hirsch Road; and the road side ditch along Dennis Street from Ditch G-103-43-03 upstream to Purcell Construction. The proposed work is anticipated as widening the existing ditches and flattening the side slopes so that they can be maintained have increased carrying capacity. A majority of the ditches to be improved (G-103-43-00 & G-103-43-03) are not within any drainage easement. Part of this project will be addressing easements along these segments of ditches. The total number and sizes of easements needed will be addressed in the early design phase after the initial topographical survey of the existing ditches has been completed and the initial design improvements are plotted on the topographical survey. It is also anticipated and detention storage will need to be provided to get Harris County Flood Control District (HCFCD) approval. It is anticipated that the City of Humble property just north of Jordans Gully and west of Wilson Road will be used for any required detention. This site has a bridge that crosses Jordan's Gully that is unsafe for any vehicle crossing which will be removed as part of the project.

The estimated construction cost for the drainage and detention pond improvements is approximately \$1.30 million. This cost does not include any right-of-way/easement acquisition costs.

This proposal addresses the engineering services ARKK will provide the City of Humble during the Design and Construction phases, as well as associated Surveying, Geotechnical Engineering, and other services necessary to support the project. The proposal is separated into Basic Services (expected normal engineering design services) and Special Services (Surveying, Geotechnical Engineering, Special Tasks, etc.).

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Design Phase Basic Services

- Research and obtain information on the existing underground and overhead utility lines in the project areas.
- Coordinate with private utility companies and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project.
- Obtain any available record drawings from the City.
- Coordinate with other governmental entities (i.e. Harris County Flood Control District) which may be impacted by the project.
- Meet with City to discuss and finalize design criteria and acquire pertinent information regarding the Project.
- Perform field reconnaissance of the project area to obtain information on surface features and other information that may impact construction.
- Plot survey data of the proposed alignment and prepare plan & profile background drawings for the drainage improvements.
- Examine geotechnical information to determine potential soil conditions and potential impact on construction methodology and costs.

- Prepare estimated construction costs.
- Prepare project drawings, technical specifications, and bidding documents based on anticipated improvements.
- Coordinate with the City of Humble during the design phase and obtain input from the City. Provide draft documents for the City's review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Prepare final engineering design drawings and specifications.
- Prepare final construction cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

B. Special Services - Design Phase

Special services are those services that are beyond the basic services provided for in the scope portion of this proposal.

Geotechnical Services

- Utilize a geotechnical subconsultant mutually agreeable to the City and ARKK.
- Perform a geotechnical investigation of the project area. Borings and/or pavement cores will be performed by truck-mounted or a buggy mounted drilling rig.
- The 3 soil borings will be taken to a depth of 20' along the project alignment.
- Perform laboratory testing to measure physical and engineering properties of selected representative soil samples.
- Prepare a Geotechnical Report providing recommendations and construction criteria for the proposed improvements.

Surveying Services

- Utilize a survey subconsultant mutually agreeable to the City and ARKK.
- Obtain topographical survey along the Ditch and Dennis Street right-of-way alignment. The approximate length of survey for the project area is 3,050 linear feet.
- Obtain topographical survey of the 1.5-acre City of Humble owned tract adjacent to Wilson Road and Jordan's Gully.
- The survey shall locate right-of-way iron rods and property corners at periodic locations to aid in locating the right-of-way and/or existing utility easements. A CAD file showing the approximate right-of-way lines on the topographical survey will be provided based on the located right-of-way iron rods.
- Perform "measure downs" and provide vertical elevation information on the existing sanitary sewer and storm sewer manholes in the project area.
- Surveyor will provide a completed and signed "Survey Control Map" of the project area.
- A budgetary cost for survey services associated with acquiring right-of-way along the drainage route is included. The budgetary amount is for preparing the base mapping along the route and preparing a maximum of seven drainage easements survey documents.

Traffic Control & Sequencing

- Prepare traffic control plans and construction sequencing plans for the proposed improvements.

Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SW3P) for the project.

HCFCFCD Permitting

- Update the existing HCFCFCD model for the proposed improvements and prepare a report to submit to HCFCFCD for Project Approval.

Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the three (3) sets of construction documents provided (as listed in the design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. CONSTRUCTION PHASE SERVICES

A. Construction Phase Basic Services

- Assist the City in obtaining bids for the project. The City of Humble will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- ARKK will dispense bid documents to potential bidders and suppliers using the Civcast online plan room service operated by Amtek USA.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Assist City's project representative during the construction phase.
- Conduct a pre-construction conference for the projects.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.

- Visit the site at various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full time site representation is not included as part of this proposal.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City of Humble that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the project and make a recommendation for Final Payment on the project.

FEE

The fee is separated into Design Phase and Construction Phase:

Design Phase Services

Basic Services Fees are:

Engineering Design: Lump Sum Amount	\$ 110,000.00
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Special Services Fees are:

Topographic Surveying Services: Cost plus 10%	\$ 16,720.00
*Easement Acquisition Survey Services: Cost plus 10%	\$ 22,000.00
*Geotechnical Services: Cost plus 10%	\$ 10,000.00
Traffic Control Plan: Lump Sum Amount	\$ 2,500.00
Storm Water Pollution Prevention Plan: Lump Sum Amount	\$ 2,500.00
Harris County Permitting : Lump Sum Amount	\$ 15,000.00
*Reproduction: Cost plus 10%	\$ 2,500.00
*Miscellaneous Services: Hourly and cost plus 10%	<u>\$ 10,000.00</u>
Total Design Phase Amount	\$ 191,220.00

Construction Phase Services

Basic Services Fees are:

Construction Administration: Hourly and Cost plus 10%	<u>\$ 40,000.00</u>
Total Construction Phase Amount	\$ 40,000.00

** At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, funds from the miscellaneous special services line item or by contract amendment. Mileage will be billed at the current IRS rate per mile.*

ARKK Engineers, LLC will submit monthly progress invoices for all work completed to invoice date. The total contract authorization amount is not-to-exceed **\$231,220.00**.

Hourly charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. No additional services will be performed or invoiced without prior authorization from the City of Humble.

ARKK appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City of Humble.

Sincerely,

ARKK ENGINEERS, LLC

A handwritten signature in blue ink that reads "John D. Rudloff". The signature is written in a cursive style with a large initial "J".

John D. Rudloff, P.E.
Principal/Sr. Project Manager

THE STATE OF TEXAS
COUNTY OF HARRIS

AGREEMENT FOR SERVICES

This Agreement entered into as of the _____ day of _____, A.D., 2021,
by and between ARKK Engineers, LLC, hereinafter referred to as the "Consultant", and the City of
Humble, Texas, hereinafter referred to as the "Client".

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to
Engineering Services associated with the **Dennis Street and Jordan's Gully Drainage Improvement
Project** (hereinafter referred to as the "Project").

NOW, THEREFORE, Client and Consultant hereby agree as follows:

1. Engagement of Consultant - Consultant hereby agrees to perform the services
required under the scope of work related to the Project, and to provide Client with copies of the
information, opinions, and other such documents made the basis of the scope of services, which is set out
in Attachment "A" and made a part of this contract. Consultant agrees to initiate services that are set out
in Attachment "A" upon receipt of an executed copy of this Agreement.

2. Availability of Information - Client agrees to provide Consultant with all available
information pertinent to the Project. Client will also provide copies of reports, drawings and other data,
and will, at Consultant's request, provide written authorization to review Client's files relative to the
Project which may be in possession of third parties. Consultant agrees to return all original documents
to Client upon completion of the Project, but reserves the right to make and keep reproducible copies of
all such material.

3. Access to Facilities - Client will provide access for the Consultant to enter the property and facilities of Client, as necessary for Consultant to perform services as required under the Project.

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the Client. The Consultant is given the right to use any of this data in connection with future engineering projects. The Consultant may retain copies of reproducible of any information prepared for this Project.

5. Fee - The Consultant's fee for the scope of services as stated in Attachment "A" provided by Consultant under this Agreement as set out in Attachment "A".

6. Payment and Fee Schedule - The Consultant will submit a monthly invoice for services rendered.

7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by Client within thirty (30) days following receipt of Consultant's monthly invoice.

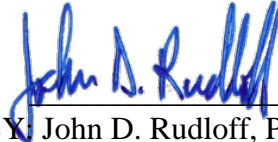
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.

9. Termination - The Client may terminate this contract at any time by giving notice in writing to the Consultant. In that case, all finished or unfinished documents and other materials produced under this contract, shall become the Client's property. If the contract is terminated by the Client in accordance with this provision, Consultant shall be paid for all work performed to the date of termination.

10. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Harris County, Texas.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC
"Consultant"



BY: John D. Rudloff, P.E.
Principal

CITY OF HUMBLE, TEXAS
"Client"

BY: Jason Stuebe
City Manager