

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 2008, by and between Claunch & Miller, Inc. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City Proposal for Engineering Services for the City of Texas City's "Lift Station Improvements Project ("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 the following 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.

in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.

11. 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 Galveston County, Texas.

12. Indemnification.

FOR CONSIDERATION RECEIVED, Consultant agrees to indemnify, save, and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage to the extent or degree on a comparative basis of fault resulting from the acts or omissions of the Consultant or acts or omissions of others under the Consultant's supervision or control, arising out of the performance of this agreement.

In the event of any cause of action or claim asserted by a party to this Agreement or any third party, the City will provide the Consultant timely notice of such claim, dispute or notice. Thereafter, the undersigned shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action or notice.

If the undersigned should fail to so defend, the City may defend, pay or settle the claim or other cause of action with full rights of recourse against the undersigned for any and all fees, costs, expenses, and payments arising from Consultant's negligence, or the negligence of others under the Consultant's supervision and control, including but not limited to attorney fees and settlement payments, made or agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

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

CLAUNCH & MILLER, INC.
Consultant

BY: 

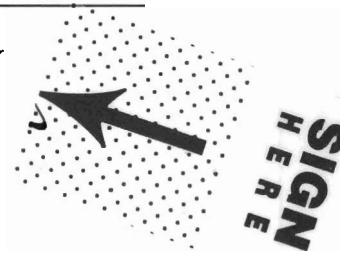
CHRISTOPHER E. CLAUNCH, P.E.
President

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF CITY OF TEXAS CITY

ATTEST: _____
City Secretary





CLAUNCH & MILLER, INC.

Engineering Consultants

EXHIBIT "A"

January 28, 2008

Mr. Mike Hogan, P.E.
Director of Utilities
City of Texas City
301 6th Street North
Texas City, Texas 77590

Re: Proposal for Engineering Design and Construction Phase Services
for Lift Station Improvements Project (Lift Stations 1, 4, 9, 14, 17, 21, and 24)

Dear Mr. Hogan:

As requested, Claunch & Miller, Inc. (CMI) is pleased to submit this proposal for performing engineering and construction phase services for the above referenced project. The proposal is based on our understanding of the project as discussed from previous meetings and conversations. The lift stations improvements identified as part of this project are based on recommendations from the "2007 Lift Station Evaluation Study Update" submitted to the City in June 2007. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

Claunch & Miller, Inc. recently completed an update of the evaluation of all the lift stations located within the City of Texas City ("2007 Lift Station Evaluation Study Update" (Study)). This study updated the 1999 Study and updated the condition of the existing lift station wet well, and provided a prioritization of the lift stations requiring rehabilitation and/or upgrades. Based on the recommendations from the study, the estimated construction cost for performing improvements to seven (7) lift stations prioritized as part of this study is \$635,500.

At this time, it is anticipated that the improvements will be designed and bid as a single construction package. During the design phase, CMI will prepare a letter report identifying the specific improvements recommended for each lift station with updated cost estimates. Depending on the magnitude of the improvements identified for each lift station, there is a potential for some improvements to be performed on an individual project basis by obtaining quotes from individual vendors for performing the improvements. Due to recent cost fluctuations recently observed with the lift station improvement work, there is also a potential for some of the improvements to be bid as add alternates to accommodate the available budget. CMI will coordinate with the City and apprise them of the cost fluctuations and obtain concurrence with the project packaging and the add alternates.



Based on our conversations, it is our understanding that Utility Department personnel will be providing full-time site representation services for the project with support from CMI personnel. As discussed, in lieu of full time site representation for the project a budget for increased site representation will be included in this proposal.

The lift stations identified for performing improvements include:

- **Lift Station No. 1 (Bay Street)**

The improvements include the removal of the existing dry-well pumps (shaft-driven) and the installation of two new 800 gpm dry-well submersible pumps (approx. 30 hp) in the existing well. Piping will be replaced only to the extent needed. The existing control panels will be removed and replaced with all new electrical equipment, with a solid-state SCADA-ready/compatible controller, with back-up float system. The existing hatches will be replaced with similar units. The wet well will be rehabilitated with a spray-on cementitious liner and an epoxy overcoat.

Estimated Construction Cost: \$199,875

- **Lift Station No. 4 (17th Street and 5th Avenue North)**

The project includes installing two 260 gpm submersible pumps and rails in the existing wet well. The existing single submersible pump may be salvaged and reused. The existing control panel will be replaced. The pump access hatch will be replaced with a new aluminum unit. The pumps will be controlled by a float system, using a control panel. Discharge piping improvements will be made. New wooden fencing will be provided.

Estimated Construction Cost: \$93,025

- **Lift Station No. 9 (5th Avenue South and 27th Street)**

The project includes the removal of the single suction lift pump and motor assembly and the installation of two new 150 gpm submersible pumps and rails in the existing wet well. The existing control panel will be replaced. The pump access hatches will also be replaced and modifications will be made to the lift station top. Improvements will be made to the discharge piping system. The pumps will be controlled by a float system, using a control panel.

Estimated Construction Cost: \$133,800

- **Lift Station No. 14 (Dike Road and Bay Street)**

The project includes removal of the existing single submersible pump and the installation of two new 25 gpm submersible grinder pumps in the existing wet well/manhole. The existing control panel will be replaced. The pumps will be controlled by a float system, using a control panel. A new top will be installed on the wet well/manhole. The existing fence will be replaced with a wooden fence.

Estimated Construction Cost: \$40,000



- **Lift Station No. 17 (Albert Street and F.M. 1765 (Texas Avenue))**

The project includes the removal of the existing single submersible pump and the removal of an existing single dry-well pump, and the installation of two new 160 gpm submersible pumps and rails. The existing control panel will be replaced. The pumps will be controlled by a float system, using a control panel. The wet well will be rehabilitated with a spray-on cementitious liner and an epoxy overcoat.

Estimated Construction Cost: \$81,300

- **Lift Station No. 21 (Blue Jay Lane)**

The project includes installing two 190 gpm submersible pumps and rails in the existing wet well. The existing single submersible pump may be salvaged and reused. The existing Control Panel should be reused if possible. The pumps will be controlled by a float system, using a control panel. New discharge piping and valves are to be installed.

Estimated Construction Cost: \$50,000

- **Lift Station No. 24 (Mentor Drive and Highway 3)**

The project includes the removal of an existing submersible pump and the installation of two new 10 gpm grinder pumps and rails in the existing wet well. The existing control panel will be replaced. The pumps will be controlled by a float system, using an 'off-the-shelf' control panel. Modifications to the lift station top and hatch may be required. Improvements to the discharge piping and valves may be included.

Estimated Construction Cost: \$37,500

This proposal addresses the engineering services that CMI will provide the City of Texas City during the Design and Construction Phases. CMI will utilize the services of an electrical engineering sub-consultant for the electrical components and control system designs. This proposal does not include costs for performing topographic surveying or geotechnical engineering work since existing drawings will be utilized for the preparations of plan drawings.

SCOPE OF SERVICES

I. DESIGN PHASE

A. Design Phase Services

- Perform field reconnaissance of each of the sites to obtain information on surface features and other information that would impact design and construction. A detailed topographic survey will not be performed. A geotechnical investigation will not be performed.

Prepare project specifications, bid documents and construction drawings based on the anticipated improvements.



- The lift station rehabilitation design shall include the site plan, demolition, mechanical and piping details, site work, and electrical/control systems. The SCADA system is not part of this project.
- Prepare a final cost estimate for the project.
- Coordinate with the City of Texas City during the design process and provide draft documents for the City to review and comment upon.
- Incorporate appropriate comments with the final bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review and approval.
- Incorporate appropriate comments into the final bid documents.
- Furnish three (3) sets of construction documents to the City.

B. Special Services

1. 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 Administration Services

- Assist the City in obtaining bids for the project. The City of Texas City will advertise the project and will absorb all related advertising costs. CMI will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents from CMI's office to potential bidders.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.



- Attend and conduct a pre-bid conference.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- 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 the Construction Administration tasks.
- Claunch & Miller, Inc. (CMI) will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s). CMI's effort will be directed toward providing a greater degree of confidence for the City of Texas City that the completed work of Contractor(s) will conform to the Contract Documents, but CMI 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 CMI 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.

B. Special Services

1. Increased Site Representation Services

- Provide increased support to the City's personnel as needed and conduct progress meeting with the City and Contractor during construction. Provide engineering and technical office personnel support on a periodic and as needed basis throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, and conflicts uncovered in the field.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-



site observations of the work in progress, CMI shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make Claunch & Miller, Inc. responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

FEE

The fee is separated into: Design Phase, and Construction Phase. Any Additional Services requested by the City will be invoiced and paid for at the direct cost plus 15% and CMI labor costs at raw labor cost times a factor of 3.05. Such tasks and costs will only be performed upon authorization from the City.

Design Phase

Design Phase Services:	The lump sum amount of:	\$ 94,200.00
Special Services:		
*Reproduction:	Cost plus 15%	\$ 750.00

Construction Phase Services

Construction Administration services:	The lump sum amount of:	\$ 22,000.00
Special Services:		
*Increased Site Representation Services: (Hourly and expense cost plus 15%)		<u>\$ 10,000.00</u>
	Total Fee:	\$126,950.00

*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 or by contract amendment.

Hourly charges shall be charged based on a raw labor rate times a multiplier of 3.05, reimbursable expenses will be charged at cost plus 15% and mileage will be charged at \$0.41/mile.



Claunch & Miller, Inc. appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,

CLAUNCH & MILLER, INC.

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

Madhu Kilambi, P.E.
Senior Project Manager

Cc: Mr. James F. McWhorter, P.E. – City of Texas City
Mr. Tom Kessler, P.E. – City of Texas City

ATTACHMENT "B"
INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$3,000,000
		Aggregate:	\$3,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000