

THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_\_ day of \_\_\_\_\_, A.D., 2009, by and between HDR Engineering, 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 "Sanitary Sewer Rehabilitation Project – Phase XII ("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.

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" and being the amount of: \$41,250.00 for Design Services and Miscellaneous and \$50,030.00 for Construction Phase Services.
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 3.05 and direct cost plus 15%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".

10. 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 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 negligent acts or omissions of the Consultant or negligent 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, should Consultant be obligated to indemnify the City, 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.

\_\_\_\_\_  
HDR ENGINEERING, INC.  
Consultant

BY: \_\_\_\_\_

  
CHRISTOPHER E. CLAUNCH, P.E.  
Senior Vice President

\_\_\_\_\_  
CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_

MAYOR OF CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_

City Secretary

## ATTACHMENT "A"

December 9, 2009

Mr. Doug Kneupper, P.E.  
City Engineer  
City of Texas City  
928 5<sup>th</sup> Avenue North  
Texas City, Texas 77592

Re: Proposal for Engineering Services for the City of Texas City's "Sanitary Sewer Rehabilitation Project – Phase XII" (including improvements along 9<sup>th</sup> Avenue between 14<sup>th</sup> Street and Bay Street & along 6<sup>th</sup> Street between Texas Avenue and 11<sup>th</sup> Avenue)

Dear Mr. Kneupper:

As requested, HDR Engineering, Inc., hereinafter HDR|Claunch & Miller (HDR|C&M) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Sanitary Sewer Replacement and Rehabilitation Program. The proposal is based on our understanding of the project as discussed in our previous meetings and conversations. This phase consists of providing engineering design and construction phase services associated with the rehabilitation of sanitary sewer lines at various locations throughout the City. This proposal also addresses the design and construction phase services of the sanitary sewer improvements associated with the 9<sup>th</sup> Avenue Paving Improvements Project and the 6<sup>th</sup> Street Paving Improvement Project.

### GENERAL OVERVIEW

This project is part of an ongoing Sewer Line Replacement and Rehabilitation Program in the City of Texas City (City). Approximately 321,000 L.F. of sanitary sewer lines at various locations throughout the City have been replaced to date or currently under construction as part of this program and the 2001 Bond Program. This phase is a continuation of the program. This proposal includes providing engineering design services for the rehabilitation of existing sanitary sewer lines at locations throughout the City. The sanitary sewer lines designated for rehabilitation will be identified by City staff based on on-going maintenance efforts, deteriorated sanitary sewer lines, problem lines, and lines not rehabilitated as part of previous projects.

This proposal also includes providing engineering design and construction administration services associated with the sanitary improvements for the "9<sup>th</sup> Avenue Paving & Drainage Project (between 14<sup>th</sup> Street to Bay Street)", and the "6<sup>th</sup> Street Paving & Drainage Project (between Texas Avenue to 11<sup>th</sup> Avenue)" that are part of the Galveston County Bond Program

Projects. At this time, it is our understanding that the sanitary sewer improvements associated with paving and drainage projects will be funded by the City through this project. The waterline design work associated with these projects is included in the Waterline Replacement Project – Phase 10 proposal. Following is a summary of the sanitary sewer improvements associated with the paving projects:

**9<sup>th</sup> Avenue Paving Improvements Project (between 14<sup>th</sup> Street to Bay Street)**

- Project involves the rehabilitation of 1,920 linear feet of 8-inch to 12-inch and 350 linear feet of 21-inch sanitary sewer crossing 9<sup>th</sup> Avenue between 14<sup>th</sup> Street and 10<sup>th</sup> Street. The estimated construction cost for performing the improvements is \$150,000.

**6<sup>th</sup> Street Paving Improvement Project (between Texas Avenue to 11<sup>th</sup> Avenue)**

- Project involves rehabilitation of 960 linear feet of 8-inch and 925 linear feet of 18-inch sanitary sewer crossing 6<sup>th</sup> Street from Texas Avenue to 11<sup>th</sup> Avenue. The estimated construction cost for performing the improvements is \$100,000.

HDR|C&M will utilize schematic layout maps for the drawings portion of the construction documents. HDR|C&M will obtain geotechnical investigation data, and any additional information provided by the consultant designing the paving improvements for the two Galveston County Bond Projects for preparing the design.

The total budget allocated for the Sanitary Sewer Rehabilitation Project – Phase XII project is \$500,000, which includes construction costs, engineering, surveying, construction phase services and other costs. Based on preliminary cost estimates performed by HDR|C&M and including the estimated construction cost for the sewer improvements associated with the 9<sup>th</sup> Avenue and 6<sup>th</sup> Street paving project, it is estimated that an additional 3,175 L.F. of small diameter sanitary sewer lines can be rehabilitated as part of this phase. In summary, a total of 7,330 L.F. of sanitary sewer lines will be rehabilitated as part of this project at an estimated construction of \$408,700.

The methods of main line rehabilitation that will be examined would involve in place rehabilitation techniques such as sliplining, pipe bursting and cured in place liner.

The City of Texas City will provide HDR|C&M any available television inspection data on the sanitary sewer lines designated for rehabilitation to aid with the design. Therefore, HDR|C&M will design the rehabilitation of the designated sanitary sewer lines based on site reconnaissance survey, examination of project area, and review of available television inspection data, and maintenance data from City. To this end, the City also desires that schematic layout maps in lieu of obtaining detailed topographic survey information be utilized for the drawings portion of the construction documents. Where it is determined that more detailed information will be required, then survey work will be obtained and included in the design package. The television inspection and associated review and evaluation, verification, or adjustment of rehabilitation methods will be performed during the construction phase. The bid documents will be prepared to allow the

City to add, delete or change the rehabilitation methods during the construction phase based on the results of the evaluation of television inspection videotapes.

As discussed with City staff, it is City's desire that HDR|C&M continue to provide one on-site representative to observe the construction of the proposed Water Line Replacement Project - Phase 10 and the proposed Sanitary Sewer Rehabilitation Project - Phase XII. To facilitate this option, the sewer rehabilitation project and the waterline replacement project will be designed and bid concurrently, under separate construction contracts. This will facilitate utilizing one on-site representative for both the projects. HDR|C&M's on-site representative will observe both the projects that should be occurring simultaneously; therefore, a budget for increased site representation is included for the sanitary sewer portion of this project. The budget for the waterline project and the sewer project will be utilized for providing the site representation services. The estimated construction duration for the sanitary sewer portion is four months and the estimated construction duration for the waterline project is eleven months. In the event the projects are not constructed concurrently, this will impact the overall site representation budget and services. HDR|C&M will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services HDR|C&M will provide the City during the Design and Construction Phases, as well as associated Surveying and other services necessary to support the project. Costs for performing geotechnical work for the Waterline Replacement Project - Phase 10 and Sanitary Sewer Rehabilitation Project - Phase XII are included as part of the waterline project. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

## **SCOPE OF SERVICES**

### **I. DESIGN PHASE SERVICES**

#### **A. Design Services**

- Obtain utility information on sanitary sewer lines designated for rehabilitation.
- Obtain available record drawings on sanitary sewer lines designated for rehabilitation from the City.
- Obtain information from the consultant performing the design services for the 9<sup>th</sup> Avenue Paving Improvement Project and 6<sup>th</sup> Street Paving Improvement Project.
- Coordinate with consultant for information on proposed improvements.
- Coordinate with other governmental entities, which may be impacted by the project.
- Meet with City of Texas City to discuss and finalize design criteria and acquire pertinent information regarding the Project.

- Perform field reconnaissance of the sanitary sewer line locations areas to obtain information on surface features and any other information that would impact construction. The information gathered from the field visit will be included in the schematic layout drawings that would aid the design efforts. Detailed topographic survey of the project areas is not part of this scope.
- Obtain and examine maintenance data on sanitary sewer lines considered for rehabilitation.
- Perform manhole inspections along the lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes. Obtain available manhole inspection data from the City.
- Review and evaluate manhole inspection data and recommend suitable rehabilitation methods.
- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements.
- The design shall include the sanitary sewer lines from the 9<sup>th</sup> Avenue and 6<sup>th</sup> Street work and those identified by the City that can be rehabilitated with the available construction budget of approximately \$408,700. HDR|C&M will endeavor to inform the City of Texas City of the cost estimate as the project progresses.
- Coordinate with the City of Texas City during the design phase. Provide draft documents for their review and comments.
- 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 from pertinent entities into the final bid documents.
- Prepare final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

**B. Special Services - Design Phase**

**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. Basic Services**

#### **1. Construction Administration:**

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. HDR|C&M will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents from HDR|C&M'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.
- 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.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- 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 intervals appropriate to the 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. Part time site representation is not included in this scope.
- HDR|C&M 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). HDR|C&M's

effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR|C&M 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 HDR|C&M 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.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

## **B. Special Services**

### **1. Construction Materials Testing:**

- Construction testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City and HDR|C&M will be utilized as a subcontractor to HDR|C&M to perform the testing services. The City has the option to contract directly with the materials testing firm.

### **2. Construction Evaluation:**

- Review and evaluate pre-rehabilitation television inspection provided by the Contractor and verify the method of rehabilitation. It is anticipated that approximately 7,330 L.F. of sanitary sewer pipe will be reviewed and evaluated as part of the project (includes 9<sup>th</sup> Avenue and 6<sup>th</sup> Street work). Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor's normal pre-construction video inspection tapes and provides the City the ability to verify, enhance, augment, or change the rehabilitation prior to construction.
- Coordinate with the City on the findings of the pre-rehabilitation television inspection.
- Coordinate the rehabilitation efforts with the Contractor.
- Review post-rehabilitation television inspection of approximately 7,330 L.F. of sanitary sewer pipe (includes 9<sup>th</sup> Avenue and 6<sup>th</sup> Street work). Evaluation of post construction inspection videotapes will verify adequacy of the repair and provide a good measure of quality control.

- Document deterioration of sanitary sewer lines not rehabilitated as part of this project for incorporation into future projects.

**3. Increased Site Representation:**

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. HDR's site representative will be on the job site observing the progress of the Waterline Replacement Project – Phase 10 and the Sanitary Sewer Rehabilitation project – Phase XII. The actual hours may vary depending on the level of construction activity. HDR personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The on-site representative(s) will be on-site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The on-site representative shall maintain daily reports in a format satisfactory to the City.
- The on-site representative will attend meetings with the Contractor and the City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City.
- The on-site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.

## **FEE**

The fee is separated into: Design Phase, and Construction Phase. Due to the nature and magnitude of this project, it is recommended that a miscellaneous services fee amount be authorized to cover additional tasks and costs, which may occur during the progress of the work. Such tasks and costs will only be performed upon authorization from the City.

### **1. DESIGN PHASE**

The Design Phase Fees are:

Design Services: Lump Sum \$38,750.00

Special Services:

\*Reproduction: Cost plus 15% \$ 1,500.00

\*Miscellaneous: Hourly and cost plus 15% \$ 1,000.00

**Total Design Phase Amount \$41,250.00**

### **2. CONSTRUCTION PHASE SERVICES**

Construction Phase Fees are:

Construction Administration Services: Lump Sum \$7,280.00

Special Services:

\*Increased Site Representation: Hourly and cost plus 15% plus mileage \$30,500.00

\*Pre and Post Construction T.V. Tape Evaluation: (Hourly and cost plus 15%) \$8,250.00

\*Materials Testing: (Cost plus 15%) \$4,000.00

**Total Construction Phase Amount \$50,030.00**

\*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 funds from the miscellaneous special services line item or by contract amendment.

The increased site representation budgetary fees are based on providing a site representative an average of 20 hours/week for the 120 calendar day project duration. The fee includes hourly costs for a site representative, supervisory and administrative services, and mileage. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.99. Mileage will be charged at the prevailing IRS rate.

Overtime for site representative personnel and hourly employees will be charged at 1.5 times normal rate. Overtime is defined as time over 40 hours within a one-week period (Sunday to Saturday). 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%.

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

Sincerely,

HDR|CLAUNCH & MILLER



Mr. Madhu Kilambi, P.E.  
Senior Project Manager

cc: Mr. Todd Hoover – City of Texas City  
Mr. Tom Kessler, P.E. – City of Texas City

## **FEE SCHEDULE**

### **Design Phase**

<b>Basic:</b>		
Design Services	Lump Sum	\$38,750.00
<b>Special:</b>		
*Reproduction	(Cost plus 15%)	\$1,500.00
*Miscellaneous Services	(Hourly and cost plus 15%)	<u>\$1,000.00</u>
	TOTAL	\$41,250.00

### **Construction Phase**

<b>Basic:</b>		
Construction Administration	Lump Sum	\$7,280.00
<b>Special:</b>		
*Pre & Post Construction T.V. Inspection Evaluation	Hourly and cost plus 15%	\$8,250.00
*Materials Testing	Cost plus 15%	\$4,000.00
*Increased Site Representation	Hourly cost plus 15% plus mileage	<u>\$30,500.00</u>
	TOTAL	\$50,030.00

**TOTAL ENGINEERING SERVICES      \$91,280.00**

### **\*Budgetary Amounts.**

All of the hourly cost plus fees presented above should be utilized as budgetary amounts. In the event one line item under runs then that amount should be available to cover the amount of another category that may over run.

**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