

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2021, by and between ARKK Engineers, LLC ("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's "Sansom-Yarbrough Boat Ramp Breakwater Repair 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.
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: \$89,860.00 for Design Services and Bid 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 2.99 and direct cost plus 10%.
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, the undersigned agrees to indemnify, save, defend 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 resulting from the negligent acts or omissions of the undersigned or negligent acts

or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

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.

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

City Secretary

ATTACHMENT "A"



July 28, 2021

Mr. Jack Haralson
Director of Public Works
City of Texas City
301 6th Street North
Texas City, Texas 77592

Re: Proposal for Engineering Design and Bid Phase Services for City of Texas City's "Sansom-Yarbrough Boat Ramp Breakwater Repair Project"
City of Texas City, Texas

Dear Mr. Haralson:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and bid 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 with City staff. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves grant funding from Texas Parks and Wildlife for boat access. The grant is a 75/25 matching grant. The State of Texas pays 75% of the project cost up to \$500,000 and the City pays 25% of the project cost. The purpose of this project is to repair the wooden breakwater in front of the Sansom-Yarbrough boat ramp at the end of the Texas City Dike. This project will also replace about half of the metal sheet piles which are also part of the breakwater at this boat ramp. The breakwater performs several functions at this ramp. The main function is that it minimizes the silting in of this ramp with sand. Before the breakwater was installed, this ramp was regularly filling in with sand from the adjacent beach area. The breakwater also protects boats during launching and retrieval from large waves caused by passing ships, wakes from other boats, and rough waters in Galveston Bay. The existing wooden breakwater consists of two wooden bulkheads connected with wooden stringers between the poles. The area between the two wooden bulkheads is filled with broken concrete rip-rap. This proposed repair project will replace the damaged wood in the bulkheads and replace damaged or missing stringers that tie the two bulkheads together. The project will also include the replacement of as much of the metal sheet piles as can be accomplished within the available budget. It is estimated that about 185 feet of sheet piles can be replaced, which is about half

of the total length of the existing metal sheet piles. The budget allocated for this project is **\$665,000** (\$500,000 from the State of Texas and \$165,000 from the City of Texas City).

During construction, the City of Texas City will provide a project representative to observe the daily progress of the work. Therefore, construction inspection services by ARKK personnel is not part of the scope of this proposal.

Construction materials testing costs are not included in this proposal. It is anticipated that a separate construction testing firm will be contracted with directly by the City to perform the testing services.

Based on our discussions with City staff, at this time it is anticipated that this construction will not require a new US Army Corps of Engineers (USACE) permit application since this is a repair to a previously permitted structure. Therefore, USACE permitting is not included in this proposal.

This proposal addresses the engineering services ARKK will provide the City during the Design and Bid Phases, as well as associated Surveying, Geotechnical, and other services necessary to support the project. The proposal is separated into Basic Services (civil engineering services) and Special Services. The following section details the scope of engineering services proposed for this Project.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing plans of the boat ramp, onsite utility information, pipeline crossings, as available.
- 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.
- Coordinate with the surveying firm and authorize the topographic survey for the project site.
- Plot survey data of the site.
- Provide the design for the breakwater improvements.

- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and public and private utilities affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Additional Services portion of this proposal.
- Prepare an engineer's cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

B. Special Services - Design Phase

1. Survey Services

- Perform a topographic survey of the project site.

2. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 50 vertical feet of soil borings is included in this proposal.
- Provide recommendations for the sheet pile design.

3. Coordinate with the Corps of Engineers

This coordination effort will be for confirming for that this construction will not require a new US Army Corp of Engineers (USACE) permit application since this is a repair to a previously permitted structure. ARKK Engineers will coordinate with the USACE and if a new permit is determined to be required for the proposed work, ARKK will submit a separate proposal to the City.

4. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Services

- Prepare construction contracts for execution by the Contractor and the City.
- Conduct a pre-construction conference for the project.
- 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.
- 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 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.
- Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

FEE

Design Phase Services: lump sum amount of	\$55,250.00
Surveying: Subcontractor's Cost plus 10%	\$5,500.00
Geotechnical Investigation: Subcontractor's Cost plus 10%	\$14,960.00
Reproduction: lump sum amount of:	\$500.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services - Lump Sum Amount of:	<u>\$11,900.00</u>
TOTAL FEE:	\$ 89,860.00

ARKK Engineers LLC 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,
ARKK ENGINEERS, LLC.

A handwritten signature in blue ink that reads "Madhu Kilambi". The signature is written in a cursive, flowing style.

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

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:	\$1,000,000
		Aggregate:	\$1,000,000
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