

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 and Construction Phase Services for the City of Texas City's "**Fire Station #4 and Police Substation**" ("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 reproducibles 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: \$108,753.00 for Design and 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 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: _____
DIRECTOR OF FINANCE



ATTACHMENT 'A'

October 18, 2021

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

Re: Proposal for Engineering & Construction Phase Services for City of Texas City's
"Fire Station #4 and Police Substation" Project

Dear Mr. Haralson:

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 conversations and information gathered from our site visits.

GENERAL OVERVIEW

This proposal is for providing civil engineering design and construction phase services for the site development of 5 acres located on Largo Mar Blvd., just north of a regional detention pond, within the City Limits of the City of Texas City. The City has previously authorized the topographic survey for the tract. The project design will be performed jointly by ARKK Engineers and Joiner Architects. The following is a summary of the anticipated project elements, and the corresponding design lead firm:

ARKK Engineers – Civil Engineering (Work covered under this proposal):

- Site grading design
- Driveways and parking areas.
- On-site drainage design, including storm sewers, ditches, and swales to drain to the nearby regional detention pond.
- Water meter(s), backflow prevention, and on-site water distribution lines.

- On-site wastewater collection system.
- Preparation of the required Stormwater Pollution Prevention Plan for a Small Construction Site
- Arranging for electrical service to site.
- Geotechnical Engineering field work, laboratory analysis, and report, which will be utilized by the building structure engineer (See Joiner Architects' scope of work) and the civil engineer (ARKK). Boring locations needed for the building design are provided to ARKK by Joiner Architects.

Joiner Architects- Building Architect, Landscape Architect, and Building Engineer

- Design of all buildings, including training, classroom, admin building, covered parking structures. Work includes architecture, structural engineering, HVAC Engineering, plumbing, and building electrical designs
- Site Landscape Architectural design, including plantings, irrigation, pavilions, lighting design for parking areas and walkways, site amenities, signage.

City of Texas City and Land Tejas Texas City, LTD. (Lago Mar Site Developer)

- Site Topographic Surveying and Boundary Surveying & Platting
- Clearing & grubbing of site
- Offsite water Line extension to the proposed site
- Offsite wastewater service extension to the site
- Regional detention pond expansion for the detention volume required for the proposed Fire Station #4 and improvements.

The following is the scope of services ARKK will provide during the design, bid, and construction phases of the project:

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project areas such as existing utility information, pipelines, permit requirements, drainage conditions, as available.
- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements.

- Coordinate with Texas City staff during the design phase for their input and plan review purposes.
- Provide the City and the design Architect with two (2) sets of 60% plan drawings and specifications for the project for review and comments. Provide electronic copies of the documents as necessary.
- Provide updated construction cost estimate at the 60% completion stage.
- Incorporate the City's and the Architect's 60% review comments into the plans and specifications.
- Provide the City and the design Architect with two (2) sets of 90% plan drawings and specifications for review and comments. Provide electronic copies of the documents as necessary.
- Provide an updated construction cost estimates at the 90% completion stage.
- Incorporate 90% review comments for into the bid documents.
- Coordinate with the City of Texas City Engineering and Planning Department during the design phase for permitting and review purposes. Provide plans for review and comments.
- Incorporate appropriate comments into the final bid documents and submit 100% complete documents to the City and the design Architect.
- 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 all public and private utilities including pipeline transmission companies 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 US Army Corps of Engineering permits, appearances at special meetings, etc., such work would be considered to be outside the scope of work of this proposal.
- Prepare a final cost estimate for proposed improvements.

B. Special Services - Design Phase

1. Geotechnical Services

- Obtain soil borings and geotechnical information for the proposed project. Soil boring locations to be utilized by the structural engineering firm will be based on information provided by Joiner Architects.
- Provide a geotechnical engineering report summarizing the findings and recommendations.

2. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for a small (<5 acres) construction site in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction.

3. Reproduction of Plans and Specifications

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

II. CONSTRUCTION PHASE SERVICES

A. Construction Administration Support Services

- Joiner Architects will be providing construction administration and management for the project. ARKK Engineers will provide support for construction phase services related to the civil design of the project.
- Review and respond accordingly to civil design submittals submitted by the Contractor.
- Assist Joiner Architects with the preparation of change orders necessitated by field conditions related to the civil portion of the work.
- 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.

B. Special Services – Construction Phase

1. Construction Field Support:

- Provide support to the City's project site representative during the construction phase on an as needed basis.
- Attend progress meetings with City staff.

FEE

The fee for the services is outlined below:

1. DESIGN PHASE

Design Phase Services: lump sum amount of:	\$67,713.00
Geotechnical Services: Subcontractor's Cost plus 10%:	\$ 8,140.00
Storm Water Pollution Prevention Plan: lump Sum amount of:	\$1,500.00
Reproduction: lump sum amount of	\$750.00
Bid Phase / Negotiations Phase Services: lump sum amount of:	\$1,000.00
*Miscellaneous Services: Hourly and Cost plus 10%:	<u>\$5,000.00</u>
Design Phase Fee:	\$84,103.00

2. CONSTRUCTION PHASE

Construction Phase Services: Lump Sum Amount of:	\$ 14,900.00
*Construction Field Support Services: (Hourly and cost plus 10%):	<u>\$9,750.00</u>
Construction Phase Fee:	\$24,650.00

Total All Services: \$108,753.00

*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 for office personnel shall be charged based on a raw labor rate times a multiplier of 2.99. Reimbursable expenses will be charged at cost plus 10%.

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



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