

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2022, 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 "Lift Station 22 Replacement 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 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: \$198,390 for Design Services 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: _____

City Secretary



ATTACHMENT "A"

February 7, 2022

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's "**Lift Station 22 Replacement**" project

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for engineering services associated with the referenced project. This proposal is based on our meetings and conversations and information provided by the City. A brief overview of the project and scope of services are provided below:

GENERAL OVERVIEW

Lift Station 22 is located on 34th Street, between Palmer Highway and Texas Avenue, south-central area of the City of Texas City. This lift station is in a deteriorated condition and has reached the end of its useful life. This lift station is approximately 16 feet deep, and has a 14-foot square wet well and a 14-foot square dry pit. It is City's desire to convert this lift station to a submersible-type lift station.

The proposed lift station will have a larger basin which will improve the station's storage capacity. The proposed pumps will be submersible-type, and installed in the proposed wet well in a submersible configuration. New lift station controls are proposed, and will be designed to the City's preference. Site improvements such as new driveway, fences, and gates will be included. Also included will be large diameter gravity sewers needed to divert wastewater flow to the new wet well basin. The total project allocated for this project is **\$1.75 million**.

I. DESIGN PHASE SERVICES

- Meet with City to discuss and finalize design criteria and acquire pertinent information regarding the Project.

- Perform field reconnaissance and measurements of the lift station site geometry to verify the wet well dimensions and other information that would impact design and construction.
- Prepare project specifications, civil drawings, structural drawings, and electrical drawings, and bid documents based on the anticipated improvements.
- Provide two (2) draft sets of 60% plan drawings to the City for review and comments.
- Incorporate comments into the bid documents.
- Coordinate with lift station contractors for constructability review and comments.
- Provide two (2) draft sets of 90% plan drawings and specifications to the City for review and comments.
- Incorporate comments from the City into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.
- 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.

Topographic Surveying Services

- Conduct a topographic survey of the lift station site property, including the street right-of-way of 34th Street.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

Geotechnical Services

- Provide a geotechnical investigation of the site. A budget for 40 V.F. of soil borings is included in this proposal.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

II. BID PHASE SERVICES

The Bid Phase tasks include the following items:

- 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

- 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.

- 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.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Support Services

- Provide one on-site representative to periodically observe the progress of construction activities and to assist in the interpretation of plans and specifications.
- This budget for this proposal is based on the on-site representative being on-site an average of 10 hours per week during the active construction periods of the construction contract.
- The on-site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- 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, ARKK 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 ARKK 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

Civil and Mechanical Design Services - Lump Sum:	\$79,510.00
Electrical Design Services - Lump Sum:	\$9,000.00
Structural Design Services - Lump Sum:	\$9,500.00
Topographic Surveying - Subcontractor's Cost plus 10%:	\$8,110.00
Geotechnical Services - Subcontractor's Cost plus 10%:	\$5,580.00
Reproduction Budget - Cost plus 10%:	\$ 750.00
Bid Phase Services - Lump Sum Amount of:	\$2,750.00
Construction Administration Services - Lump Sum Amount of:	\$ 28,190.00
Electrical Construction Phase Assistance Services - Lump Sum Amount of:	\$ 3,000.00
Structural Construction Phase Assistance Services - Lump Sum Amount of:	\$ 4,000.00
Construction Phase Support Budget: (Hourly and cost plus 10%)	\$40,500.00
Materials Testing Budget - Subcontractor's Cost plus 10%:	\$ 7,500.00
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Total Fee	\$198,390.00

The anticipated construction contract duration for the project is estimated to be 270 calendar days. The construction observation budget is based on providing a project site representative an average of 10 hours per week during periods of active construction. The budget includes hourly costs for a project site representative, and supervisory services, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. 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

cc: Mr. Jack Haralson – 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:	\$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