

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 and Construction Phase Services for the City of Texas City's "**2022 American Rescue Plan Act Funded Drainage Improvement Projects**" ("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: \$579,680 for Design, Bid, 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"

March 29, 2022

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expy,
Texas City, Texas 77591

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's "**2022 American Rescue Plan Act Funded Drainage Improvement Projects**"
City of Texas City, Texas

Dear Mr. Haralson:

As requested, ARRK Engineers, LLC (ARRK) 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 meetings and conversations with City staff and information gathered from our site visits. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The City of Texas City has identified three drainage projects to be funded from a portion of the Coronavirus Relief Grant obtained by the City of Texas City through the American Rescue Plan Act Funds (ARPA). The projects include:

- **Bay Street Extension Bridge Replacement Project**
- **Ditch 50A Slope Stabilization Project**
- **Loop 197 (25th Avenue) Concrete Ditch Lining Project**

The City of Texas City staff have selected the above three projects for drainage improvement considerations. The total project budget allocated for these three projects is \$4.35 million. As discussed with City staff, the above three projects will be designed, bid, and constructed as a single construction contract.

During construction, it is City's desire that ARKK provide one (1) project site representative to observe the construction of all the three projects indicated below. During construction, ARKK will provide one project representative to observe the construction progress with support from City staff. Due to multiple contractors performing construction activities at the same time, the site representative cannot be present at all the three project sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The construction management and inspection budget allocated will be based on total construction duration of 240 calendar days.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, Geotechnical, and other services necessary to support the project. This proposal does not include performing an environmental study or preparing permit applications for the U.S. Army Corp of Engineers. Should the need arise during the design phase to perform any environmental investigations or prepare a submittal to the U.S Army Corp of Engineers, a separate proposal will be submitted to the City.

Following is a brief summary of the three projects:

Bay Street Extension Bridge Replacement Project

This project involves providing engineering design and construction phase services for the reconstruction of a multiple barrel culvert bridge on Bay Street Extension crossing channel A-2. This bridge has reached its useful life and is the only ingress/egress to the residents of Grand Cay Harbor subdivision. The reconstruction of the channel crossing will involve removal of eight (8) existing 11'x 7' corrugated arch metal culvert pipes, and replacing them with six (6) 9' wide x 7' high reinforced concrete box culverts. The number and size of the replacement box culverts will be confirmed during the design phase. The asphalt roadway pavement within the project limits will also be replaced. As part of the design phase, ARKK will prepare a traffic control and phasing plan, and stormwater pollution prevention plans.

Based on preliminary cost estimates developed for the replacement, the construction cost for performing the improvements is estimated to be approximately \$1.5 million.

Ditch 50A Slope Stabilization Project

This project involves providing engineering design and construction phase services for the slope ditch 50A stabilization which includes repairing and hardening the banks. Drainage ditch 50A is located just north and adjacent to the Bay Street Park Sundance Garden and is one of the main storm water pathways in town. The existing ditch banks have severely eroded and are showing signs of undermining in several areas, including areas adjacent to the existing concrete slope paving and in areas along the channel banks from the recent storms. There is also bank erosion occurring at the downstream confluence of Ditch 50A and the receiving earthen channel. The drainage ditch needs to be re-established for proper storm water flow and citizen protection. Further erosion of the ditch banks will likely cause damage to the adjacent roadway and City Park, as well as alter the drainage of storm water.

The proposed improvements will include slope stabilization and will consist of re-establishing the channel banks, replacement of concrete slope paving, and the addition of stone rip rap boulders to protect the banks from erosion. Re-shaping of the channel banks at the downstream channel confluence will be evaluated as part of the design.

Based on preliminary cost estimates, the construction cost for performing the improvements is estimated to be approximately \$1.6 million.

Loop 197 (25th Avenue) Concrete Ditch Lining Project

This project involves providing engineering design and construction phase services for the concrete lining the south road side ditch along Loop 197 North (25th Avenue) between the sidewalk and the sound barrier wall. This existing ditch is experiencing erosion and is showing signs of undermining in several areas. The location of the ditch lining is east and west of 26th street north and between 19th Street North and 14th Street North. These ditches will be regraded and lined with 5" concrete slope paving.

Based on preliminary cost estimates, the construction cost for performing the improvements is estimated to be approximately \$670,000.

The proposal is separated into Basic Services (expected normal 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 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 utility companies on potential conflicts with the proposed improvements.
- Obtain any available drawings which show existing utilities in the project area. Obtain any available record drawings from the City.
- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed alignment.
- Provide design for the proposed drainage improvements for these projects.
- Prepare project specifications, drawings, 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 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 special submittals, designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Special Services portion of this proposal.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

B. Special Services - Design Phase

1. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction for all project areas.

2. Traffic Control

- Prepare a Traffic Control Plan for the routing of traffic within the project area. This plan will include signs and lane closures to complete the proposed improvements for the pertinent projects where required. Based in initial discussions with City, it anticipated that the Bay Street Extension Project improvements will be constructed in two phases and traffic will be alternating one-way thru the construction zone with the use of temporary pavement and temporary signal.

3. Survey Services

- Conduct topographic survey of the bridge crossing (approximately 500 L.F.) designated for reconstruction. This topographic survey footage includes extending at least 150 feet +/- along the drainage ditch adjacent to the bridge crossing.

- Conduct topographic survey of the ditch 50A and detention pond (approximately 1750 L.F.).
- Conduct topographic survey of the south side of Loop 197 (approximately 2900 L.F.).
- Surface features along the project route and measure downs on inlets, manholes and water valves and roadway cross-sections at periodic intervals.
- Prepare survey control map of the project areas.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

4. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 110 V.F. of soil borings is included in this proposal. Cement or asphalt plugs will be used at the surface for borings that are drilled within the pavement.
- Geotechnical data for the Loop 197 Improvement Project will not be obtained.
- Utilize a geotechnical sub-consultant mutually agreeable to the City and ARKK.

5. 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.
- Costs associated with CIVCAST online plan room will be included in the reproduction costs.

6. Miscellaneous Services

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated to cover additional tasks and costs, which may occur during the progress of the work. This item will not be utilized unless approved by the City of Texas City.

II. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Phase

This task includes providing bidding and construction administration services for the project.

1. Bid Phase 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. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction and bidding documents via the CivCast online plan room (by Amtek USA) to prospective 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.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-bid conference for potential bidders.
- Prepare bid tabulation, evaluate the bids, review the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.

2. Construction Administration Services

- Prepare construction contracts for execution by the Contractor and the City.
- Prepare an agenda for the pre-construction conference.
- 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.
- Prepare and archive all requisite construction documentation in accordance with American Rescue Plan (ARP) requirements.
- 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.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide one project representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The project representative will coordinate the construction activities with the construction contractor performing the work. The estimated total construction contract duration for the three projects is estimated to be 240 calendar days. The construction observation budget allocated for this project is based on providing one (1) project site representative an average 40 hours/week for 240 calendar day construction duration. Due to the potential

for construction activities to occur concurrently in all the three project areas, City will provide additional site support to observe these projects during construction.

- ARKK personnel will coordinate with the City and the construction contractor regarding the construction activities.
- Provide engineering and technical office personnel support during the construction phase.
- In the event of rain days where construction may be hindered or stopped, the site representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The project site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The project 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.
- The project site representative will take periodic photographs of the construction progress and of key items of concern.
- The project site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The project site representative will aid in the coordination of activities of the testing laboratory.
- The project-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, notifications and addressing complaints.
- The project site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The project 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.

- The project site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- ARKK staff will process daily reports and other administrative office duties.

2. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. A budget for material testing for both the construction packages is included. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

The fee for the services for all three (3) projects is outlined below.

Bay Street Extension Bridge Replacement

Design Phase Services: lump sum amount of	\$97,180.00
*Surveying: Subcontractor's Cost plus 10%	\$6,125.00
*Geotechnical Investigation: Subcontractor's Cost plus 10%	\$4,514.40
Storm Water Pollution Prevention Plan: lump sum amount of	\$2,000.00
Traffic Control Plan: lump sum amount of	\$6,500.00
*Reproduction: Cost plus 10%	\$850.00
*Miscellaneous Services: Cost plus 10%	\$5,000.00
Bid Phase Services: lump sum amount of	\$900.00
Construction Administration Services: lump Sum	\$ 29,290.00
*Construction Observation Services: (Hourly and cost plus 10%)	\$63,954.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$21,100.00</u>
Total Bay Street Extension Bridge Services:	\$237,413.40

Ditch 50A Slope Stabilization Project

Design Phase Services: lump sum amount of	\$102,039.00
*Surveying: Subcontractor's Cost plus 10%	\$5,840.00
*Geotechnical Investigation: Subcontractor's Cost plus 10%	\$4,890.60
Storm Water Pollution Prevention Plan: lump sum amount of	\$2,000.00
*Reproduction: Cost plus 10%	\$850.00
Bid Phase Services: lump sum amount of	\$900.00
Construction Administration Services: lump Sum	\$ 30,754.50
*Construction Observation Services: (Hourly and cost plus 10%)	\$67,151.70
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$22,155.00</u>
Total Ditch 50A Slope Stabilization Services:	\$236,580.80

Loop 197 (25th Avenue) Concrete Ditch Lining Project

Design Phase Services: lump sum amount of	\$43,731.00
*Surveying: Subcontractor's Cost plus 10%	\$7,250.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$1,500.00
*Reproduction: Cost plus 10%	\$800.00
Bid Phase Services: lump sum amount of	\$950.00
Construction Administration Services: lump Sum	\$ 13,180.50
*Construction Observation Services: (Hourly and cost plus 10%)	\$28,779.30
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$9,495.00</u>
Total Loop 197 (25th Avenue) Concrete Ditch Lining Services:	\$105,685.80

TOTAL FEE: \$579,680.00

* 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 rates times a multiplier of 2.99, reimbursable expenses will be charged at cost plus 10% and mileage will be charged at the current IRS prevailing rate.

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