

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the 21ST day of December, 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 "**Sanitary Sewer Rehabilitation Project - Phase 22**" ("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 **\$233,550** 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"

December 6, 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
"Sanitary Sewer Rehabilitation Project – Phase 22".

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Sanitary Sewer Rehabilitation Program. The proposal is based on our understanding of the project as discussed with City staff. This phase consists of providing engineering design services and the preparation of bid documents for the rehabilitation of sanitary sewer lines at various locations throughout the City, and for providing construction phase services. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The Sanitary Sewer Rehabilitation Project – Phase 22 project is a continuation of an ongoing program underway in the City of Texas City (City). Phase 21 of this Sanitary Sewer Rehabilitation Program is currently under construction. Approximately 510,885 L.F. of sanitary sewer lines (approximately 97 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program (including on-going Phase 21 Project that is currently under construction).

This proposal includes providing engineering design and construction phase services for the rehabilitation of existing sanitary sewers at various locations throughout the City. The sanitary sewers identified for rehabilitation will be identified and provided by City staff based on on-going maintenance efforts; known deteriorated sewer lines; rehabilitation of selected sanitary sewer lines identified from the SSES Study (City's SSO Initiative Agreement); problem lines, and lines not replaced as part of previous projects.

The project budget allocated for the Sanitary Sewer Rehabilitation Phase 22 Project is \$1.5 million, which includes construction costs, engineering, construction phase services and other costs.

Based on a preliminary cost estimate prepared by ARKK, it is estimated that approximately 22,500 L.F. of 4" through 12" sanitary sewers can be rehabilitated as part of this phase. The estimated construction cost to perform this work is approximately \$1,267,000 which includes the sanitary line rehabilitation, manhole rehabilitation, service line replacement (to the right of way), and associated work. Based on updated construction costs developed by ARKK during the design phase, ARKK may include rehabilitation design of additional sanitary sewer lines that may be included as an add alternate to this bid package. This add alternate will be added to the project if competitive bids are received from rehabilitation contractors and adequate budget is available.

As performed previously, the design documents for the sanitary sewer rehabilitation project will consist of schematic drawings and specifications with bid items. Schematic layout maps will be prepared and utilized for the drawings portion of the construction documents in lieu of obtaining detailed topographic surveys. City of Texas City's GIS drawings will be utilized in the preparation of the schematic maps. ARKK staff will conduct site visits to accessible areas and gather additional information to aid with the design and include pertinent information in the bid documents.

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the Sanitary Sewer Rehabilitation Project – Phase 22 and the proposed Water Line Replacement Project – Phase 20. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts during the same time frame. This will allow utilizing one project site representative for both projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various 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 estimated construction duration for the Sanitary Sewer Rehabilitation Project – Phase 22 is 240 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if constructions on both the projects do not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services. Geotechnical investigation will not be performed for this project. Geotechnical data from the recently completed projects in the vicinity (if available) will be utilized to aid with the design. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

SCOPE OF SERVICES

I. DESIGN PHASE

A. Design Services

- Obtain utility information on the sanitary sewer lines designated for rehabilitation.
- Obtain any available record drawings on sanitary sewer lines designated for rehabilitation from the City.
- Meet with City Staff to discuss and finalize sanitary sewer segments and obtain additional information on maintenance issues.
- Perform field visits of the sanitary sewer line locations to gather information on surface features and other information that would aid with the design. Information gathered from the field visit may be used to aid with the design efforts and if required, will be included on the schematic layout drawings. Topographic survey of the project areas is not part of this scope and will not be performed for this project.
- Perform general manhole inspections on the sewer lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes.
- Review and evaluate manhole inspection data gathered from the field visits and recommend suitable rehabilitation methods. Manholes that cannot be accessed during the design phase will either be uncovered by City personnel during the design phase or by the construction contractor during the construction phase.
- Coordinate with the City during the design phase.
- The design shall include the sanitary sewers identified by the City that can be rehabilitated with the available construction budget. ARKK will endeavor to update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide draft sets of plans and specifications for review and comments.
- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way areas and apply for approval for utility improvements within their right-of-way.

- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Incorporate appropriate comments from the City into the final bid documents.
- Coordinate and submit plan drawings to the utility companies for review and comments.
- Incorporate comments into the bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review.
- Prepare final cost estimate for the project.
- Furnish two (2) sets of plans and specifications for each construction package to the City.

B. Special Services –Design Phase

1. Reproduction

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

2. Miscellaneous Services

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City of Texas City will arrange for the newspaper advertisement and will absorb the related advertising costs charged by the local newspaper. 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 agenda for the pre-bid meeting.
- Conduct a pre-bid conference for prospective bidders.
- Prepare project addendums as necessary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare an engineering letter of recommendation for City Commission award of the construction contract.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare four sets of contracts for execution by the successful bidder.
- Review and submit the contract documents to City for execution.
- Prepare an agenda for the pre-construction conference.
- 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 as 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.

- 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 a record drawing set based on Contractor's provided red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Evaluation Services:

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 22,500 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- 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 pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate the rehabilitation efforts with the construction Contractor.
- Review post-rehabilitation television inspection data of approximately 22,500 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.
- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

2. Construction Observation Services:

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site an average of 20 hours per week during the duration of active construction. ARKK 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.
- 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 site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The 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 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 of Texas 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.
- 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.

- The on-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.
- The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to ARKK's project manager.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

3. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City (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 fees for the services are as follows:

Design Services: Lump Sum amount of:	\$93,425.00
Reproduction: lump sum amount of:	\$950.00
Bid Phase: lump sum amount of:	\$2,750.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Construction Administration Services: lump sum amount of:	\$ 23,375.00
*Construction Materials Testing Budget: Cost plus 10%:	\$ 2,000.00
*Construction Observation: Hourly and cost plus 10%:	\$81,675.00
Construction Evaluation Services: lump sum amount of:	<u>\$24,375.00</u>
Total Fee	\$233,550.00

The anticipated construction contract duration for the project is estimated to be 240 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 240 calendar days (in conjunction with the Water Line Replacement Phase 20 Project). The fee includes hourly costs for a project site representative, 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