

THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_ day of \_\_\_\_\_, A.D., 2023, 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 Access Road 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: **\$65,400.00** 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

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CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_  
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_  
DIRECTOR OF FINANCE



**ATTACHMENT "A"**

January 9, 2023

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

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's  
**"Fire Station #4 Access Road Project"**

Dear Mr. Haralson:

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

**GENERAL OVERVIEW**

This project involves providing engineering design and construction phase services for the construction of an access roadway that would connect Fire Station # 4 (currently under construction) to Lago Mar Blvd. in the City of Texas City. The roadway design is proposed to be a 28-foot wide, 8-inch thick concrete pavement, with underground storm sewer. This roadway will be designed to be 8 inchthick due to the fire truck traffic.

The proposed storm sewer for this roadway is proposed to connected to Lago Mar Blvd. The storm sewer will be designed to accommodate the roadway and right of way. It is not intended that future developments along this roadway will connect to this storm sewer system. No storm water detention volume is being designed for this access roadway. As discussed, it is assumed that the storm water detention volume for this segment of the roadway will be accounted for in the existing detention pond south of the fire station where the existing storm sewer along Lago Mar Blvd. is currently connected.

It is assumed that the road right-of-way will be conveyed to the City by the developer in a future subdivision plat. This proposal does not include preparation of any right-of-way documents for this proposed right-of-way.

Water and sanitary sewer utilities are not being extended down this roadway. It is anticipated that the future developments will address providing utilities to future improvements.

The estimated project cost of the roadway is **\$647,100** and includes construction, engineering, and construction phase services costs. The estimated construction cost includes a 15% construction contingency.

Surveying and geotechnical data from previous studies will be utilized to aid with the design efforts. As discussed with City staff, environmental services work will not be performed and therefore is not included in this proposal. However, if it is determined that if such services are necessary: ARKK will submit a separate proposal to the City. During the construction of this project, the City of Texas City will provide an inspector to observe the progress of the construction and perform construction management services. Therefore, construction management and inspection services by ARKK Engineers personnel are not part of the scope of this project. A budget for inspection support is included with this proposal. This proposal addresses the engineering services ARKK Engineers will provide the City of Texas City during the design, bid, and construction phases for the 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.
- Prepare backgrounds of the project alignment to aid with the design.
- Perform design for the proposed improvements.
- Coordinate with governmental entities that may be impacted by the project.
- Prepare project specifications and construction drawings for the project.
- Coordinate with the City of Texas City during the design phase. Provide digital copies or draft sets of plans and specifications for review and comments.

- Incorporate appropriate comments from pertinent entities into the final design documents.
- Prepare a final cost estimate for the project.

## **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 (NPDES) General Permit for Storm Water Discharge from construction.

### **2. 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 agenda for the pre-bid conference.
- 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 contract documents for execution by the successful bidder.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Assist City's Project Representative during the construction phase.
- Review and respond accordingly to all submittals provided by the construction contractor.
- Prepare change orders as necessitated by field conditions.
- Review contractor's monthly 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.
- Prepare and submit record drawing based on Contractor's submitted red line set.

**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.

**2. 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 and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City can contract directly with the material testing firm.

**FEE**

|   |                    |
|---|--------------------|
| Design Services: Lump Sum amount of:                                    | \$29,750.00        |
| Storm Water Pollution Prevention Plan: lump sum amount of:              | \$1,000.00         |
| Reproduction: lump sum amount of:                                       | \$750.00           |
| Bid Phase: lump sum amount of:  | \$2,750.00         |
| Construction Administration Services: lump sum amount of:               | \$ 14,900.00       |
| * Construction Inspection Support Services: (Hourly and cost plus 10%): | \$9,750.00         |
| *Construction Materials Testing Budget: (Cost plus 10%)                 | <u>\$ 6,500.00</u> |
| <b>Total Fee</b>  | <b>\$65,400.00</b> |

The fee for construction inspection support services will include hourly costs for a site representative, and vehicle charge of \$35/day. Hourly charges for site 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

**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 |