

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2025, 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 "Water Transmission Main Replacement at 14th Street Water Plant and Installation of Water Well Discharge Piping at Orchid Water Plant 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 reproduces 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 \$99,859 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



December 30, 2024

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

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's
**"Water Transmission Main Replacement at 14th Street Water Plant and Installation of
Water Well Discharge Piping at Orchid Water Plant Project"**
City of Texas City, Texas

Dear Mr. Ballast:

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 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 needed drinking water system improvements as described below. The improvements are anticipated to be funded from the Coronavirus Relief Grant obtained by the City of Texas City through the American Rescue Plan Act Funds (ARPA). The proposed improvements involve the following:

- Replacement of approximately 1,000 linear feet of 12-inch water transmission main pipe located in and around the City's 14th Street Water Plant facility. The existing 12-inch water transmission main is shallow in depth and is known to be in a deteriorated condition. The City has performed multiple repairs to this water transmission main. This transmission main is needed to maintain water service to the surrounding area of the City. The proposed new 12-inch water transmission main will be rerouted beginning at the intersection of 9th Avenue and 14th Street; then be redirected southward along 14th Street, then turning east to cross 14th Street at the west side of the 14th St. Water Supply Facility; then travelling eastward through the water plant facility; then turning

north along the asphalt alleyway on the east side of the water plant facility; the new transmission main would then cross 9th Avenue and connect back to the existing transmission main on 9th Avenue.

- The Installation of 555 linear feet of 8-inch diameter water well discharge pipeline between the City's Orchid Water Plant facility and the existing Gulf Coast Water Authority's (GCWA) surface water supply canal. The purpose of this pipeline is to allow for the conservation and recycling of groundwater supplies back into the surface water supply canal operated by the GCWA. This canal delivers raw water supplies to the GCWA's surface water treatment plant facility in Texas City.

The total estimated construction cost for performing the above-described work is \$525,000 (includes a 20% construction contingency). The two project areas will be designed and bid as one construction package.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying and Geotechnical services necessary to support the project. This proposal does not include performing any environmental studies. Should the City desire ARKK to perform such services, a separate proposal will be submitted to the City for approval. Construction material testing is also not included and will be included as an allowance in the construction package.

During construction of the project, the City of Texas City will provide a project representative to observe the progress of construction. Therefore, construction inspection services by ARKK Engineers personnel are not part of the scope of this project. A budget for increased support to City staff is included in this proposal.

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

- 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 available drawings which show existing utilities in the project area. Obtain 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.
- Coordinate with the geotechnical firm and authorize the geotechnical study for the project.
 - 1.
- Provide design for the proposed water line improvements.
- Coordinate with the Gulf Coast Water Authority for approval of the well discharge line.
- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements.
 - 2.
- 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.
- 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. Surveying Services

- Conduct a topographic survey of the proposed alignment of the water transmission line and the well discharge line.
- A budget for preparation of one easement document for the water line on 14th Street is included.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

3. Geotechnical Services

- Perform a geotechnical investigation of the project areas. A budget for 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.
- Utilize a geotechnical sub-consultant mutually agreeable to the City and ARKK.

4. 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.

5. Miscellaneous Services

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated to be utilized upon approval by the City of Texas City.

II. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Phase

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.
- 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 Support Services

- Provide support to City's on-site representative to periodically observe the progress of construction activities and to assist in the interpretation of plans and specifications.
3.
 - 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.
 4.
 - This support will be provided 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

Design Services: Lump Sum Amount of	\$49,060.00
Topographic Surveying: Cost plus 10%	\$ 18,249.00
Geotechnical Study: Cost plus 10%	\$ 4,950.00
SWPPP Plan: Lump Sum Amount of	\$1,500.00
Reproduction Budget – Lump Sum Amount of	\$ 800.00
Bid Phase Services - Lump Sum Amount of	\$3,250.00
Construction Administration Services - Lump Sum Amount of	\$ 12,080.00
Construction Support Services Budget: Hourly and cost plus 10%	\$ 7,470.00
Miscellaneous Services: Hourly and cost plus 10%	2,500.00
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Total Fee	\$99,859.00

Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70 and vehicle charge of \$40/day. 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