

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2026, 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 #5 Off-site Water and Wastewater Installation 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: \$66,720.00 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

Dedrick Johnson
CITY OF TEXAS CITY, TEXAS
Client

BY: Dedrick Johnson
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: Cynthia Rushing
CHIEF FINANCIAL OFFICER



ATTACHMENT 'A'

April 6, 2026

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

Re: Proposal for Engineering & Construction Phase Services for City of Texas City's
"Fire Station #5 Off-site Water and Wastewater Installation Project"

Dear Mr. Haralson:

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 conversations and information gathered from our site visits.

GENERAL OVERVIEW

This proposal is for providing engineering design and construction phase services for the provision of utilities (water and wastewater) to serve the proposed Fire Station No. 5 (currently under design by Joiner Architects). Fire Station No. 5 will be located along FM 2004 approximately 540-feet North of Central Park Blvd within the City Limits of the City of Texas City.

Joiner Architects are currently designing the fire station facility including on-site water, wastewater, and drainage associated with the facility. ARKK Engineers will be designing the off-site water distribution, off-site wastewater force main, and a grinder pump station that will be located within the Fire Station No. 5 facility.

Based on preliminary cost estimates prepared by ARKK, the estimated construction cost for the water, wastewater, and grinder pump station is \$350,000.

As discussed with City staff, geotechnical investigative or environmental services work will not be performed and therefore is not included in this proposal. 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 increased site 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. The following is the scope of services ARKK will provide during the design, bid, and construction phases of the project:

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project areas such as existing utility information, pipelines, permit requirements, drainage conditions, as available.
- Prepare project specifications, civil drawings, electrical drawings, and bid documents based on the anticipated improvements.
- Coordinate with Texas City staff during the design phase for their input and plan review purposes.
- Provide the City with two (2) sets of 90% plan drawings and specifications for the project for review and comments. Provide electronic copies of the documents as necessary.
- Provide updated construction cost estimate at the 90% completion stage.
- Incorporate the City's 90% review comments into the plans and specifications.
- Coordinate with the City of Texas City Engineering and Planning Department during the design phase for permitting and review purposes. Provide plans for review and comments.
- Incorporate appropriate comments into the final bid documents and submit 100% complete documents to the City.
- Complete coordination with other governmental entities or 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 US Army Corps of Engineering permits, appearances at special meetings, etc., such work would be considered to be outside the scope of work of this proposal.

- Prepare a final cost estimate for proposed improvements.

B. Special Services - Design Phase

1. Topographic Survey Services

- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.
- Utilize available survey data gathered for the Fire Station No. 5.

2. Reproduction of Plans and Specifications

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports provided to the City and the design Architect.
- Reproduction for review sets submittals to other governmental agencies and pipeline/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 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*

- 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.
- Review and respond accordingly to submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, coordinate the completed work with City representative, 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.
- Prepare a 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 the City’s project site representative during the construction phase.
- Attend progress meetings with City staff.
- 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

The fee for the services is outlined below:

Design Services (Civil & Mechanical)- Lump Sum Amount of:	\$29,260.00
Design Services (Electrical)- Lump Sum amount of:	\$4,000.00
*Topographic Surveying Budget: Cost plus 10%	\$4,500.00
Reproduction: lump sum amount of	\$750.00
Bid Phase Services: lump sum amount of:	\$3,250.00
*Miscellaneous Services: Hourly and Cost plus 10%:	\$5,000.00
Construction Administration Services: Lump Sum Amount of:	\$ 9,460.00
Construction Administration Services (Electrical)- Lump Sum amount of:	\$1,000.00
*Construction Field Support Services: (Hourly and cost plus 10%):	<u>\$9,500.00</u>
Total All Services:	\$66,720.00

*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 rate times a multiplier of 2.99. 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

A handwritten signature in blue ink that reads "Madhu Kilambi". The signature is written in a cursive, flowing style.

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