

THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_, 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 "**Central Park Boulevard Project - Phase 1 & Phase 2**" ("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: **\$410,750.00** for Design 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"

September 8, 2025

Mrs. Kim Golden, P.E.  
Engineering & Planning  
City Engineer, Director  
City of Texas City  
7800 Emmett F. Lowry Expy  
Texas City, TX 77591

Re: Proposal for Engineering Design Phase Services for City of Texas City's "**Central Park Boulevard Project - Phase 1 & Phase 2**"

Dear Mrs. Golden:

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 services for the construction of a roadway extension in the City of Texas City that will connect FM 2004 to Century Boulevard, totaling approximately 3,500 linear feet of new roadway. The roadway design is proposed to be a four-lane boulevard with concrete pavement, grass medians, curbs, and underground storm sewers. In addition to the roadway, the project includes new offsite outfall ditches and storm sewer totaling a length of approximately 2,200 linear feet. The estimated construction cost of the roadway construction and drainage items is \$6.4 million (includes a 5% construction cost contingency).

The original plan of the City was to design and construct Central Park Boulevard improvements in two phases as described below.

- **Phase 1** improvements included the design of half the boulevard section (2-lanes) and associated drainage. Estimated Construction cost of \$5.4 million (Includes 5% construction contingency)

- **Phase 2** improvements to include the design of the 2<sup>nd</sup> Central Park Boulevard lanes (additional 2-lanes – total 4-lanes) and constructed a later date. Estimated Construction cost of \$1.0 million (Includes 5% construction contingency)

The design of the Phase 1 improvements was completed by ARKK in 2021, and the project was not constructed. It is City's desire that the improvements to Central Park Boulevard be constructed at one time i.e., Phase 1 and Phase 2 construction to occur as part of a single construction package.

This proposal addresses the engineering design related to Phase 2 improvements(second half of the boulevard) and a re-evaluation of the Phase 1 design that will also include coordination with all utilities (gas, electric) and petrochemical pipelines; coordination and permitting approvals from Galveston County Drainage District No. 2, TxDOT (FM 2004 tie-in) and other adjustments needed to finalize the design. Limited topographic survey of the sections where improvements have occurred (drainage ditch and Central Park/Century Blvd. intersection) since the original survey was performed in 2019 will be obtained as part of this project. Geotechnical data obtained for Phase 1 design will be utilized for Phase 2 design. This proposal does not include performing any Environmental Assessment studies for the project.

This proposal is separated into Basic Services (expected normal engineering design services) and Special Services (Surveying, Geotechnical, etc.). 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.

- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed roadway alignment.
- Provide design for the roadway paving, on-site drainage, and offsite drainage ditches.
- Coordinate with other governmental entities which may be impacted by the project.
- Coordinate with Texas Department of Transportation (TxDOT) for proposed tie-in at FM 2004.
- Coordinate with Galveston County Drainage District No. 2 for proposed tie-in at FM 2004.
- Prepare project specifications 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 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. **Surveying Services**
  - Conduct topographic survey of the offsite ditch (950 LF) and Century Blvd/Central Park intersection (300 LF).
3. **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 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 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.
- Review data included in the executed contract documents provided by the Contractor and submit to City.
- 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.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

## **B. Special Services – Construction Phase**

### **1. 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 40 hours per week during the duration of active construction (10 months). 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 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 recommendations 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.

**FEE**

The fee for the services is outlined below

Design Phase Services for Phase 1: lump sum amount of	\$24,750.00
Design Phase Services for Phase 2: lump sum amount of	\$49,750.00
Surveying : Subcontractor's Cost plus 10%	\$7,500.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$1,500.00
Reproduction: Subcontractor's Cost plus 10%	\$1,000.00
Bid Phase Services: lump sum amount of	\$3,750.00
Construction Administration Services: lump sum amount of:	\$ 112,750.00
Construction Observation Services: Cost plus 10%:	\$ 199,750.00
*Miscellaneous Services: Hourly and Cost Plus 10%	<u>\$ 10,000.00</u>
<b>Total Design &amp; Construction Phase Fee:</b>	<b>\$410,750.00</b>

\*A budget for miscellaneous services is included. This item will only be utilized upon authorization from the City.

The anticipated construction contract duration for the project is estimated to be 300 calendar days. The construction observation budget is based on providing a project site representative an average of 40 hours/week for 300 calendar days. The fee includes hourly costs for a project site representative, and vehicle charge of \$40/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