

RESOLUTION NO. 07-242

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ENGINEERING AGREEMENT BETWEEN THE CITY OF  
PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT  
CORPORATION AND ARCENEUX & GATES CONSULTING  
ENGINEERS, INC., FOR DESIGN AND CONSTRUCTION  
PHASE SERVICES FOR THE EXTENSION OF JADE AVENUE**

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation, incident to its mission to promote economic development within the City of Port Arthur, has acquired approximately 7.5 acres of land to be utilized to develop and construct the extension of Jade Avenue from its location in the Business Park to connect with FM Highway 365; and

**WHEREAS**, Arceneaux & Gates has the demonstrated competence and qualifications to complete the design and construction phase of the Jade Avenue project; and

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation has approved an agreement with Arceneaux & Gates for the completion of the Jade Avenue extension at an hourly rate not-to-exceed of \$270,700; and

**WHEREAS**, the agreement denoted in Exhibit "A" was approved by the Port Arthur Section 4A Economic Development Corporation Board of Directors at its May 16, 2007 regular meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF PORT ARTHUR:**

**Section 1.** That the facts and opinions in the preamble are true and correct.

**Section 2.** That the engineering contract attached as Exhibit "A" (\$270,700) is hereby approved by the City Council.

**Section 3.** That the cost for these engineering services is at an hourly rate not-to-exceed Two Hundred Seventy Thousand Seven Hundred and no/100 dollars (\$270,700).

**Section 4.** That the duly authorized representatives of the City of Port Arthur Section 4A Economic Development Corporation are herein authorized to execute the contract denoted as Exhibit "A", with an execution date on after the date that this resolution was approved.

**Section 5.** That a copy of the caption of the Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** ON THE 22nd day of May  
A.D. 2007, at a Regular Meeting of the City Council of the City of Port Arthur, Texas by  
the following vote: AYES:

Mayor Ortiz; Mayor Pro Tem Sinesal

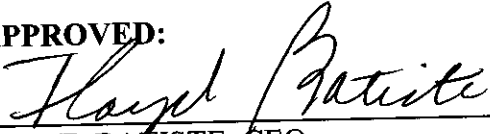
City Council Chatman, Jones, Henderson,  
Flood, Beard, Williamson & Prince

NOES: None.

Oscar Ortiz  
OSCAR ORTIZ,  
MAYOR

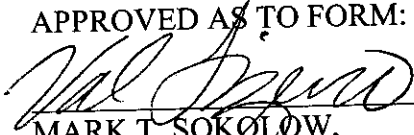
Attest: Evangelina Green  
EVANGELINE GREEN,  
CITY SECRETARY  
(on Behalf of)

**APPROVED:**



FLOYD BATISTE, CEO  
PORT ARTHUR SECTION 4A ECONOMIC  
DEVELOPMENT CORPORATION

**APPROVED AS TO FORM:**



MARK T. SOKOLOW,  
CITY ATTORNEY (ON BEHALF OF)

# **EXHIBIT “A”**

**Exhibit A**  
**Total of 13 pages**

**THE STATE OF TEXAS**                   §  
   §  
**COUNTY OF JEFFERSON**           §

**CONTRACT**  
**FOR PROFESSIONAL SERVICES**  
**(NON-FEDERAL FORM)**

**PART I - AGREEMENT**

THIS AGREEMENT, entered into as of this \_\_\_ day of \_\_\_\_\_, by and between the Port Arthur Economic Development Corporation, Port Arthur, Texas (hereinafter called the "EDC") acting herein by its Executive Director by Resolution of the EDC and Arceneaux & Gates Consulting Engineers, Inc. (hereinafter called the "ENGINEER") acting herein by Ronald J. Arceneaux, PE, PLS, President hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the EDC desires to engage the Engineer to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services": NOW, THEREFORE, the Parties hereto do mutually agree as follows:

**1.     EMPLOYMENT OF ENGINEER**

The EDC hereby agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Jefferson County, Texas.

**2.     SCOPE OF SERVICES**

**A.     BASIC SERVICES**

**SEE ATTACHMENT "1" ATTACHED HERETO AND MADE A PART HEREOF.**

ENGINEER'S compensation for Basic Services shall be as set forth in Paragraph 5.

**B.     ADDITIONAL SERVICES**

All work performed by ENGINEER at request of EDC which is not included in the Basic Services defined above, shall constitute Additional Services. Unless included in said

Basic Services, Additional Services may include but are not limited to the following:

- (1) Studies, tests, and process determination to establish basis of design for water and waste treatment facilities.
- (2) Land surveys and establishment of boundaries and monuments, and related office computation and drafting.
- (3) Preparation of property or easement descriptions.
- (4) Preparation of any special reports required for marketing of bonds.
- (5) Small design assignments (estimated construction cost less than \$100,000).
- (6) Appearances before regulatory agencies.
- (7) Assistance to the EDC as an expert witness in any litigation with third parties, arising from the development or construction of the Project, including preparation of engineering data and reports.
- (8) Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certification of force account construction performed by the EDC.
- (9) Special soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
- (10) Detailed mill, shop and/or laboratory inspection of materials or equipment.
- (11) Travel and subsistence required of the ENGINEER and authorized by the EDC to points other than EDC'S or ENGINEER'S offices and Project site.
- (12) Additional copies of reports over ten (10) sets and additional sets of Contract Document over twenty (15) sets.
- (13) Preparation of applications and supporting documents for government grants or planning advances for public works projects.
- (14) Preparation of environmental statements and assistance to EDC in preparing for, and attending public hearings.
- (15) Plotting, computing, and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.
- (16) Revision of contract drawings after a definite plan has been approved by the EDC, redrawing of plans to show work as actually constructed.
- (17) Services after issuance of Certificate of Completion.
- (18) Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by Client.
- (19) Preparation of operating instructions and manuals for facilities and training of personnel and assistance in operation of facilities.
- (21) Additional or extended services during construction made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; services rendered after prolongation of construction contract time by more than 20%, acceleration of work schedule involving services beyond normal working hours; or default

- under construction contract due to delinquency or insolvency.
- (22) Providing any other service not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
  - (23) Any other special or miscellaneous assignments specifically authorized by EDC.

ENGINEER'S compensation for Additional Services shall be as set forth in Paragraph 5.

### **3. TIME OF PERFORMANCE**

ENGINEER will proceed immediately upon execution of this Contract with performance of the services called for under the Basic Services with completion within 545 days after execution, unless delayed by causes outside the control of ENGINEER, and will proceed with subsequent work only on authorization by EDC. ENGINEER shall immediately submit to EDC in writing evidence of delay satisfactory to the EDC Engineer's reasonable discretion, upon which an extension of time equal to the period of actual delay shall be granted in writing.

### **4. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER**

It is agreed that the EDC will furnish, without charge, for the use of the Contract information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work of the ENGINEER as outlined under "Scope of Services." The EDC and its agencies will cooperate with the ENGINEER in every way possible to facilitate the performance of the work described in this Contract.

### **5. COMPENSATION AND METHOD OF PAYMENT**

#### **A. COMPENSATION**

EDC will pay ENGINEER for work performed and services rendered under Paragraph 2 "Scope of Services", (Basic Services and Additional Services) at the following rates shown in ATTACHMENT 2.

It is agreed that total fees for Basic Services (including subcontracted engineering services as described herein) under this Contract, as defined in Paragraph 2A and based on the preceding schedule, shall not exceed the sum of Two Hundred Seventy Thousand Seven Hundred Dollars (\$270,700.00). Additional Services authorized in writing by the EDC will be compensated based upon hourly rates established by the ENGINEER in Attachment 2.

#### **B. PAYMENT**

ENGINEER will invoice EDC Monthly for its services and charges incurred by ENGINEER for subcontracted engineering services performed under the direction and control of ENGINEER as described herein.

EDC agrees to pay ENGINEER at his office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within 31 days after date of invoice. The engineer shall pay any subcontractors no later than the tenth day after he receives payment as required under Chapter 2251 Government Code of the Revised Civil Statutes of Texas.

## **6. RECORDS**

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ENGINEER for a period of not less than five (5) years and shall be made available to the EDC for inspection and copying upon reasonable request.

## **7. OWNERSHIP OF DOCUMENTS**

All documents, including original drawings, estimates, specifications, field notes and data are property of EDC. ENGINEER may retain reproducible copies of drawings and other documents.

All documents, including drawings and specifications prepared by ENGINEER are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by EDC or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended will be at EDC'S sole risk and without liability or legal exposure to ENGINEER and EDC shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaption will entitle ENGINEER to further compensation at rates to be agreed upon by EDC and ENGINEER.

## **8. INSURANCE**

All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance):

1. Standard Worker's Compensation Insurance (with Waiver of Subrogation in favor of the EDC of Port Arthur, its officers, agents and employees.)
2. Commercial General Liability occurrence type insurance. (No "XCU" restrictions)

shall be applicable.) Products/completed operations coverage must be included, and the EDC of Port Arthur, its officers, agents and employees must be named as an additional Insured.

- a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence.
  - b. Property Damage \$100,000 per occurrence.
  - c. Minimum aggregate policy year limit \$1,000,000.
3. Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
- a. Minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage.
  - b. If individual limits are provided minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
4. Contractual Liability Insurance covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.
5. ENGINEER also agrees to maintain Professional Liability Insurance coverage of \$250,000 minimum per occurrence/claim/policy year aggregate limits against ENGINEER for damages arising in the course of, or as a result of, work performed under this Contract. Coverage shall continue for a minimum of two (2) years after the ENGINEER'S assignment under this Contract is completed. Additional Professional Liability Insurance required is \$0.

ENGINEER shall cause ENGINEER'S insurance company or insurance agent to fill in all information required (including names of insurance agencies, ENGINEER and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance the CERTIFICATE OF INSURANCE Form attached to and made a part of this Contract, and pertaining to the above listed Items 1,2,3,4, and 5; and before commencing any of the work and within the time otherwise specified, ENGINEER shall file said completed Form with the EDC. None of the provisions in said Form shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form contains a provision that coverages afforded under the policies will not be altered, modified or cancelled unless at least fifteen (15) days prior written notice has been given to the EDC. ENGINEER shall also file with the EDC valid CERTIFICATE(s) OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with EDC not more than ten (10) days after execution of this Contract.

Deductible on policy for Professional Liability shall not exceed \$5,000 unless specifically approved by the Owner.

**9. PROFESSIONAL LIABILITY**

A. ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Contract. Approval by EDC shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor will be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER will advise the Contractor of any items requiring the attention and action of the Contractor.

B. If services include periodic visits to the site to inspect work performed by another Contractor, ENGINEER is responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in accordance with Contract Documents and to safeguard the EDC against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, he will keep the EDC informed on the extent of the progress of the work, and advise the EDC of material and substantial defects and deficiencies in the work of material and substantial defects and deficiencies in the work of Contractors which are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the course of construction, and may, on behalf of the EDC exercise whatever rights the EDC may have to disapproved work and materials as failing to conform to the Contract Documents.

C. In connection with the services of Resident Project Representatives, ENGINEER will use the usual degree of care and prudent judgement in the selection of competent Project Representatives, and the ENGINEER will use its best efforts to see that the Project Representatives are on the job to perform their required duties. In performing these duties and services (described in this sub-paragraph), ENGINEER is responsible for exercising reasonable care and skill befitting the profession to assure that the Contractor performs the work in accordance with Contract Documents and to safeguard the EDC against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor.

D. In performing these services the ENGINEER will at all times endeavor to protect the EDC on the Project and work sites and safeguard the EDC against defects and deficiencies in the work of the Contractor; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor, nor is ENGINEER responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take.

E. ENGINEER shall not be responsible for any excess of construction costs over an amount estimated.

**10. INDEMNIFICATION**

ENGINEER shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of ENGINEER and shall exonerate, indemnify and hold harmless the EDC, its officers, agents and all employees from any and all liability, loss or damage arising out of noncompliance with such laws, rules and regulations; without limitation, ENGINEER shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Laws with respect to ENGINEER'S employees. Further, ENGINEER shall exonerate, indemnify and hold harmless the EDC, its officers, agents and all employees from any and all liability, loss, damages, expenses or claims arising out of negligence of ENGINEER, its officers, agents and employees in connection with any of the work performed or to be performed under this Contract by ENGINEER or as a result of ENGINEER'S failure to use and employ reasonable skill and care befitting the profession in accordance with paragraph 9 hereof. Further, ENGINEER shall exonerate, indemnify and hold harmless the EDC, its officers, agents, and all employees from any and all liability, loss, damages, expenses or claims for infringement of any copyright or patents arising out of the use of any plans, design, drawings, or specifications furnished by ENGINEER in the performance of this Contract.

The foregoing indemnification provision shall apply to ENGINEER regardless of whether or not said liability, loss, damages, expenses, or claims is caused in part by a party indemnified hereunder.

**11. ADDRESS OF NOTICE AND COMMUNICATIONS**

**EDC:**

Mr. Floyd Batiste  
Port Arthur EDC  
4173 39<sup>th</sup> Street  
Port Arthur, Texas 77642

**ENGINEER:**

Arceneaux & Gates  
Consulting Engineers, Inc.  
3501 Turtle Creek Dr., Suite 102  
Port Arthur, TX 77642  
Attn: Ron Arceneaux, PE, PLS, President

All notices and communications under this Contract shall be mailed or delivered to EDC and ENGINEER at the above addresses.

**12. CAPTIONS**

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

**13. SUCCESSORS AND ASSIGNMENTS**

The EDC and the ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the EDC nor the ENGINEER shall assign, sublet, or transfer his interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**14. TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the ENGINEER shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the EDC shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Contract shall, at the option of the EDC, become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the EDC for damages sustained by the EDC by virtue of any breach of the Contract by the ENGINEER and the EDC may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the EDC from the ENGINEER is determined.

**15. TERMINATION FOR CONVENIENCE OF THE EDC**

The EDC may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the ENGINEER. If the Contract is terminated by the EDC as provided herein, the ENGINEER will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ENGINEER, Paragraph 14 hereof relative to termination shall apply.

**16. CHANGES**

The EDC may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the EDC and ENGINEER shall be incorporated in written amendments to this Contract.

**17. PERSONNEL**

A. The ENGINEER represents that he has, or will secure at his own expense, all

personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the EDC.

- B. All of the services required hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the EDC. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

18. **REPORTS AND INFORMATION**

The ENGINEER at such times and in such forms as the EDC may require, shall furnish the EDC such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

19. **CIVIL RIGHTS**

Under Chapter 106 Civil Practice and Remedies Code of the Revised Civil Statutes of Texas, no person shall, on the grounds of race, religion, color, sex or national origin, be excluded due to discrimination under any program or activity of the EDC.

The ENGINEER will carry out its work under this Contract in a manner which will permit full compliance by the EDC with the Statute.

20. **INTEREST OF ENGINEER AND EMPLOYEES**

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of his services hereunder.

The ENGINEER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **INCORPORATION OF PROVISIONS REQUIRED BY LAW**

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either party.

EXECUTED IN TWO (2) counterparts (each of which is an original) on behalf of ENGINEER by Ron Arceneaux, P.E., P.L.S. its President (Name and Office or Position) shown below, and on behalf of the EDC by its Executive Director.

**ACCEPTED:**

EDC:

CITY OF PORT ARTHUR  
SECTION 4A EDC

\_\_\_\_\_  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
EDC Secretary

APPROVED AS TO FORM:

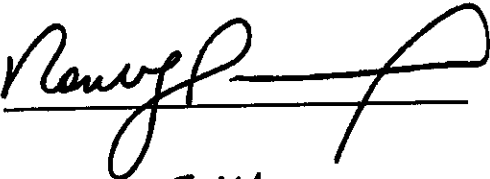
\_\_\_\_\_  
EDC Attorney

DATE: \_\_\_\_\_

**PROPOSED AND AGREED TO:**

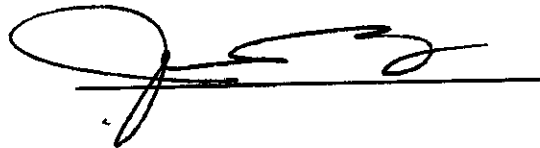
ENGINEER:

ARCENEUX & GATES  
CONSULTING ENGINEERS, INC.

  
\_\_\_\_\_

DATE: 5.14.07

ATTEST:

  
\_\_\_\_\_



**ATTACHMENT 2  
SCHEDULE OF BILLABLE RATES  
FOR PROFESSIONAL SERVICES**

CLASSIFICATION	RATE
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**ENGINEERING SERVICES**

- Principal \$ 145.00 per hr.
- Engineering Project Manager \$ 125.00 per hr.
- Staff Engineer \$ 90.00 per hr.

**SURVEYING SERVICES**

- Professional Surveyor \$ 98.00 per hr.
- 2-Man Crew \$ 108.00 per hr.
- 3-Man Crew \$ 147.00 per hr.

**TECHNICAL SERVICES**

- Engineering Technician III \$ 78.00 per hr.
- Engineering Technician II \$ 55.00 per hr.
- Engineering Technician I \$ 38.00 per hr.

**SECRETARIAL / ADMINISTRATIVE SERVICES** \$ 35.00 per hr.

**NON-LABOR EXPENSES**

- Vehicle Travel, Conv. Eqmt., Supplies \$ 25.00 per day
- All Terrain Vehicle \$ 50.00 per day
- Computer Plots \$ 20.00 per plot
- Printing \$ 3.00 per each
- Unscheduled Expenses Cost + 10%
- GPS Base Station w/one (1) Rover \$ 500.00 per day



**ARCENEUX & GATES**  
**Consulting Engineers, Inc.**  
Engineers • Surveyors • Planners

**ATTACHMENT "1"**  
May 14, 2007

Mr. Floyd Batiste, Executive Director  
**PORT ARTHUR ECONOMIC  
DEVELOPMENT CORPORATION**  
4173 39<sup>th</sup> Street  
Port Arthur, TX 77642

RE: Proposal for Professional Engineering Design and Construction Phase  
Services - Extension of Jade Avenue: Business Park to FM Hwy. 365  
File No. 07-EDC-070

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Dear Mr. Batiste:

Thank you for requesting our Proposal to assist you with the design of the extension of Jade Avenue from its location in the Business Park for a distance of approximately 3,300 feet to FM Highway 365. The proposed alignment of the road has been defined by the acquisition of approximately 7.5 acres of right-of-way for Jade Avenue. We recommend the following level of services.

**Scope of Basic Services**

**Design Phase**

1. Conduct field survey investigation along proposed route to obtain data necessary topographic information for roadway and drainage design.
2. Prepare detailed construction plans including required layouts, plan and profile sheets and details of proposed roadway, bridge, storm sewer drainage, sidewalks, grading and illumination according to City of Port Arthur standards for construction.
3. Prepare cross sectional view of proposed roadway.
4. Prepare routine engineering data for permits that may be required for construction.
5. Prepare up to 15 sets of Plans and Contract Documents using City of Port Arthur Standard Construction Contract form (non-Federal version).



Mr. Floyd Batiste, Executive Director  
May 14, 2007  
Page Two

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**Bidding and Construction Phase**

1. Assist the owner in advertising for and obtaining bids or negotiating proposals for each separate prime construction contract, maintaining a record of prospective bidders to whom bidding documents have been issued, attending pre-bid conferences, and receiving and processing deposits for bidding documents.
2. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
3. Assist the owner in determining the qualifications and acceptability of prospective constructors, subcontractors, and suppliers.
4. When substitutions prior to the award of contracts is allowed by the bidding documents, consultation with and advising the owner as to the acceptability of alternate materials and equipment proposed by the prospective constructors.
5. Attend the bid opening, prepare bid tabulations sheets, and provide assistance to the owner in evaluating bids or proposals and assemble and award contracts for construction, materials, equipments, and services.
6. Prepare for and conduct a preconstruction conference and issue a Notice to Proceed on behalf of the owner.
7. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and the quality of the executed work.
8. Issue instructions from the owner to the constructors, issue necessary interpretations and clarifications of contract documents, prepare change orders requiring special inspections and testing of the work, and make recommendations as to the acceptability of the work. Prepare sketches required to resolve problems due to actual field conditions encountered.
9. Determine amounts of progress payments due, based on degree of completion of the work, and recommend issuance of such payments by the owner.
10. Observe and assist the performance tests and initial operation of the project.
11. Issue Engineer's Certificate of Completion and prepare record drawings from information submitted by the contractor. Submit data required for acceptance of project improvements by the City of Port Arthur.



Mr. Floyd Batiste, Executive Director  
May 14, 2007  
Page Three

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### **Compensation and Schedule**

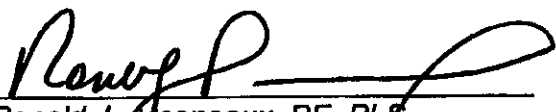
We propose to be compensated on a reimbursable basis not exceeding the sum of Two Hundred Seventy Thousand Seven Hundred Dollars (\$270,700.00) for the services described above. We believe to have described all of the customary services expected to provide you with a complete service.

Upon your written notice to proceed, we anticipate completing the Design Phase within six (6) months. The estimated Bidding and Construction Phase should take approximately twelve (12) months for completion.

We look forward to assisting you in this project. If you have any questions, please contact me.

Very truly yours,

**ARCENEUX & GATES CONSULTING ENGINEERS, INC.**

  
\_\_\_\_\_  
Ronald J. Arceneaux, PE, PLS  
President/CEO

.....

**ACCEPTED:            PORT ARTHUR ECONOMIC  
                             DEVELOPMENT CORPORATION**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_