

RESOLUTION NO. 18-393

**A RESOLUTION RATIFYING A CONTRACT AND AUTHORIZING PAYMENT OF AN INVOICE FOR PROFESSIONAL SERVICES (NON-FEDERAL FORM) BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND ARCENEUX WILSON & COLE, LLC FOR ENGINEERING SERVICES IN CONNECTION WITH A 12-INCH WATER LINE CROSSING AND ELECTRICAL LINE CROSSING TO THE JADE AVENUE BUSINESS PARK IN AN AMOUNT NOT TO EXCEED SIX THOUSAND, FOUR HUNDRED EIGHTEEN DOLLARS (\$6,418.00) FUNDS AVAILABLE IN PAEDC ACCOUNT #120-1429-582.86-00**

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC"), incident to its mission to promote economic development within the City of Port Arthur has acquired a 141-acre tract of land off Jade Avenue adjacent to the Spur 93 Business Park (Jade Avenue Business Park); and

**WHEREAS**, the PAEDC Board of Directors, at their July 2, 2018 regular Board meeting approved a proposal to engage Arceneaux Wilson & Cole, LLC for engineering services in connection a 12-inch water line crossing and electrical line crossing for the enhancement of the Jade Avenue Business Park in an amount not to exceed \$6,418.00; and

**WHEREAS**, the Contract for Professional Services and invoice attached as **Exhibit "A"** were approved by the PAEDC Board of Directors at its August 6, 2018 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 City Council of the City of Port Arthur hereby ratifies the engage of professional services and payment of the invoice in the amount of \$6,418.00 to Arceneaux

Wilson & Cole, LLC for engineering services in connection with a 12-inch water line crossing and electrical line crossing for master plan for the enhancement of the Jade Avenue Business Park.

**Section 3.** That a copy of the caption of the Resolution shall be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 25<sup>th</sup> day of Sept. A.D., 2018, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Freeman, Mayor Pro Tem Kinlaw;  
Councilmembers Scott, Jones, Osuch, Moser  
and Frank.

NOES: None.

ATTEST:

  
Derrick Freeman, Mayor

  
Sherri Bellard, City Secretary

APPROVED:

  
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

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**Guy N. Goodson, PAEDC Attorney**

APPROVED AS TO FORM:

(see memo)

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**Valecia R. Tizeno, City Attorney**

## Exhibit “A”

Exhibit A  
Total of 17 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 \_\_\_\_\_, 2018 by and between the **Port Arthur Economic Development Corporation**, Port Arthur, Texas (hereinafter called the "EDC") acting herein by its Economic Development Corporation Chief Executive Officer, hereunto duly authorized and **Arceneaux Wilson & Cole LLC** (hereinafter called the "ENGINEER") acting herein by Joe M. Wilson, Jr., PE, its 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 below and in "Attachment 2". This contract shall be performed in Jefferson County, Texas.

**2. SCOPE OF SERVICES**

**A. BASIC SERVICES**

Engineering services in connection with the following described project, to wit:

**PORT ARTHUR EDC JADE AVENUE BUSINESS PARK  
12-INCH WATER LINE CROSSING  
AWC PROJECT NO. EDC-260**

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

The services rendered by ENGINEER for the Project to be designed for construction are divided into three (3) distinct and sequential phases as follows:

- ~~1. Preliminary Phase~~ Preliminary studies, layouts, and cost estimates
2. **Design Phase** - Preparation of plans, specifications and contract documents
- ~~3. Construction Phase~~ EDC'S representative during bidding and construction

Certain elements of the engineering work are covered under the Basic Services; others are performed as Additional Services. Those elements of the engineering work which cannot be accurately predetermined or controlled entirely by the ENGINEER are performed as Additional Services.

These phases are expanded in the following outline:

**A. BASIC SERVICES**

**1. PRELIMINARY PHASE**

- ~~(a) Provide Project Management services to direct, supervise and coordinate the various items of work within this Phase, including review of activities of subcontracted engineers.~~
- ~~(b) Attend preliminary conference with the EDC and other interested parties regarding the project in order to further define the work.~~
- ~~(c) Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER, may be required, and arrange for such work to be done, for the EDC'S account.~~
- ~~(d) Prepare layouts, cost estimates, studies, documentation, etc. for IUP submittal.~~

**2. DESIGN PHASE**

- (a) Provide Project Management service to direct, supervise and coordinate the various items of work within this Phase, including review of the activities of subcontracted engineers.
- (b) Establish the scope of any additional soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER may be required for design, and arrange for such work to be done, for the EDC'S account.
- (c) Furnish to the EDC, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning

advances).

- (d) Perform field surveys to collect information which in the opinion of the ENGINEER is required for design, including photogrammetry, and related office computations and drafting.
- (e) Prepare detailed specifications and contract drawings and bidding documents to be included in contract documents for construction authorized by the EDC.
- (f) Prepare detailed cost estimates of authorized construction. The ENGINEER shall use reasonable skill and care befitting the profession in preparing cost estimates that will reflect current, local construction costs.

### ~~3. CONSTRUCTION PHASE~~

- ~~(a) Provide Project Management services to direct supervise and coordinate the various items of work within this Phase, including review of activities of subcontracted engineers.~~
- ~~(b) Assist the EDC in the advertisements of the project for bids.~~
- ~~(c) Assist the EDC in the opening and tabulation of bids for construction of the Project, and consult with the EDC as the proper action to be taken, based on the engineering considerations involved.~~
- ~~(d) Assist in the preparation of formal Contract Documents.~~
- ~~(e) Provide routine horizontal and vertical controls for use by Contractor to do his detailed construction staking.~~
- ~~(f) a.) Continuous services of a Resident Project Representative as intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents. ENGINEER will work closely with the Resident Project Representative (when required by EDC) to insure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents.~~
  - ~~b.) Provide services of a Resident Project Representative and other field personnel as required by the EDC for on the site determination of the quantities and quality of the work done by the Contractor, and to provide construction records, reports and information to the ENGINEER or Project Engineer.~~
- ~~(g) Arrange for construction testing as required by the Project, for the EDC'S account.~~
- ~~(h) Consult with and advise with the EDC, issue all instructions to the Contractor requested by the EDC, and prepare and issue routine change orders with EDC'S approval.~~

~~On matters requiring the EDC's involvement the ENGINEER shall provide the EDC'S designated representative with all facts germane to such matters along with a complete recommendation for the EDC to consider. Upon the decision of the EDC, the ENGINEER shall be notified of the EDC'S decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical.~~

~~The ENGINEER shall have other duties in this regard that may be included in the General Conditions of construction contract documents:~~

- ~~(i) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the EDC and covers only general conformance with the information given by the Contract Documents. The Contractor is to review and stamp his approval on submittals prior to submitting to ENGINEER, and review by the ENGINEER does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.~~
- ~~(j) Obtain and reviews monthly the final estimates for payments to Contractors, furnish to the EDC any recommended payments to Contractors and assemble written guarantees which are required by the Contract Documents.~~
- ~~(k) Conduct, in company with the EDC, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect EDC'S final payment to the Contractor.~~

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 (20) 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 scheduled construction contract time by more than 5%, 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 30 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. It is agreed that total fees for **Basic Services** under this Contract, as defined in Paragraph 2A and based on the preceding schedule, shall be **Six Thousand, Four Hundred Eighteen Dollars (\$6,418.00)** and shall be paid in increments based on monthly invoices. **Additional Services** authorized in writing by the EDC will be compensated based upon hourly rates established by the ENGINEER as shown in Attachment 1.

## **B. PAYMENT**

ENGINEER will invoice the 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 coverage).
  - 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 the 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  
Chief Executive Officer  
Port Arthur  
Economic Development Corporation  
501 Procter  
Suite 100  
Port Arthur, Texas 77640

**ENGINEER:**

Arceneaux Wilson & Cole LLC  
2901 Turtle Creek Dr., Suite 320  
Port Arthur, Texas 77642  
ATTN: Joe M. Wilson, Jr., PE

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**

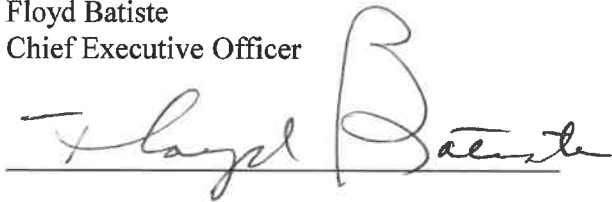
Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract 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 Joe M. Wilson, Jr., PE, its President shown below, and on behalf of the EDC by its Economic Development Corporation Chief Executive Officer.

**ACCEPTED:**

PAEDC:

Floyd Batiste  
Chief Executive Officer



DATE: 09/20/2018

ATTEST: Kyle D. Miller

\_\_\_\_\_  
EDC President

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

**PROPOSED AND AGREED TO:**

ENGINEER:

Joe M. Wilson, Jr., PE  
Arceneaux Wilson & Cole LLC



DATE: 09/20/2018

ATTEST: Marie Alphonse

## ATTACHMENT 1

### SCHEDULE OF BILLABLE RATES FOR PROFESSIONAL SERVICES

CLASSIFICATION	RATE
<b><u>ENGINEERING SERVICES</u></b>	
• Principal Engineer	\$225.00 per hour
• Engineering Project Manager	\$200.00 per hour
• Staff Engineer	\$160.00 per hour
• Graduate Engineer, EIT	\$130.00 per hour
• Engineering Intern	\$ 30.00 per hour
<b><u>SURVEYING SERVICES</u></b>	
• Registered Professional Land Surveyor	\$145.00 per hour
• 2-Man Crew	\$165.00 per hour
• 3-Man Crew	\$216.00 per hour
• Survey Coordinator	\$100.00 per hour
<b><u>TECHNICAL SERVICES</u></b>	
• Engineering Technician III	\$100.00 per hour
• Engineering Technician II	\$ 82.00 per hour
• Engineering Technician I	\$ 68.00 per hour
• Resident Field Representative	\$ 80.00 per hour
<b><u>IT SUPPORT</u></b>	\$ 90.00 per hour
<b><u>NON-LABOR EXPENSES</u></b>	
• Vehicle Travel	IRS standard rate
• Computer Plotting, Reproductions	At Cost
• Subcontracted Services	Cost + 10%
• Materials	Cost + 10%
• GPS Base Station w/One (1) Rover	\$250.00 per day

2018



## CERTIFICATE OF LIABILITY INSURANCE

ARCEN-2 OP ID: BC

DATE (MM/DD/YYYY)  
08/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Braud Vaughn & Williamson Insurance Agency P O Box 5389 Beaumont, TX 77726 Braud, Vaughn, Williamson	CONTACT NAME: Bonnie R Coburn ACSR PHONE (A/C, No, Ext.): 409-833-8621 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Arceneaux Wilson & Cole LLC 2901 Turtle Creek Dr Suite 320 Port Arthur, TX 77642	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Co. NAIC # 525190 INSURER B: United Fire Lloyds 13021 INSURER C: Evanston Insurance Co. 35378 INSURER D: Underwriters at Lloyds INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		85319867	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		85319867	08/20/2017	08/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		85319867/16EFXMS80659	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TSF0001274566	08/21/2017	08/21/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab		ANE147633317	08/20/2017	08/20/2018	Each Clm 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

PORTE-1

Port Arthur Economic  
Development Corporation  
501 Proctor St, Suite 100  
Port Arthur, TX 77640

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Vaughn

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ACORD 25 (2014/01)

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# Arceneaux Wilson & Cole LLC

2901 Turtle Creek Drive, Suite 320  
Port Arthur, TX 77642-8068  
Tel: 409-724-7888  
ar@awceng.com  
www.awceng.com

## Invoice

Invoice Date: Sep 6, 2018

Invoice Num: 16614

Billing Through: Aug 31, 2018

Mr. Floyd Batiste  
Port Arthur EDC  
501 Proctor St.  
Ste 100  
Port Arthur, TX 77640

Jade Ave Water Line Crossing (EDC-260;) - Managed by (joe.wilson)

### Invoice Summary

#### Professional Services

Employee	Hours	Rate	Amount
Joe M. Wilson	2.00	\$225.00	\$450.00
Keith Zoltzky	16.00	\$160.00	\$2,560.00
Ross Holt	3.00	\$82.00	\$246.00
Courtney Adkins	44.50	\$68.00	\$3,026.00
Don B. Terrell	2.00	\$68.00	\$136.00
Professional Services Total:		67.50	\$6,418.00

Total Amount Due This Invoice:

**\$6,418.00**

This invoice is due on 10/6/2018

### Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$6,418.00	\$0.00	--	--	\$0.00	\$0.00	\$0.00

Total Amount Due Including This Invoice: **\$6,418.00**

## Arceneaux Wilson & Cole LLC

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Port Arthur, TX 77642-8068

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#### Invoice Detail

For professional services rendered on the above referenced project for the period ending: August 31, 2018

<u>Date</u>	<u>Description</u>	<u>Hours</u>
<b><u>Courtney Adkins</u></b>		
7/23/2018	Drafter.Engineering Design - Plans	9.00
8/1/2018	Drafter.Engineering Design - Plans	4.50
8/2/2018	Drafter.Engineering Design - Plans	4.50
8/9/2018	Drafter.Engineering Design - Plans	4.50
8/13/2018	Drafter.Engineering Design - Plans	9.00
8/14/2018	Drafter.Engineering Design - Plans	4.00
8/27/2018	Drafter.Engineering Design - Plans	9.00
Courtney Adkins Total:		<b>44.50</b>
<b><u>Don B. Terrell</u></b>		
8/7/2018	Drafter.Engineering Design	2.00
Don B. Terrell Total:		<b>2.00</b>
<b><u>Joe M. Wilson</u></b>		
8/31/2018	Engineer.Engineering Design - PE Review	2.00
Joe M. Wilson Total:		<b>2.00</b>
<b><u>Keith Zotzky</u></b>		
8/9/2018	Engineer.Engineering Design - Review	2.00
8/13/2018	Engineer.Engineering Design - Review	2.00
8/15/2018	Engineer.Engineering Design - Review	2.00
8/27/2018	Engineer.Engineering Design - Review	2.50
8/29/2018	Engineer.Engineering Design - Review	2.50
8/30/2018	Engineer.Engineering Design - Review	2.50
8/31/2018	Engineer.Engineering Design - Review	2.50
Keith Zotzky Total:		<b>16.00</b>
<b><u>Ross Holt</u></b>		
8/29/2018	Drafter.Engineering Design	3.00
Ross Holt Total:		<b>3.00</b>
Professional Services Total:		<b>67.50</b>