

RESOLUTION NO. 22-151

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ARCENEUX WILSON & COLE LLC TO CONDUCT A WATER AND SANITARY SEWER EVALUATION AT THE SPUR 93 BUSINESS PARK IN AN AMOUNT NOT TO EXCEED \$26,950.00; FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-80-625-5479-00-000**

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") wishes to conduct a water and sanitary sewer evaluation of the Spur 93 Business Park for the purpose of identifying the possible need for improvements in order to accommodate current and future Spur 93 Business Park development.; and

**WHEREAS**, Arceneaux Wilson & Cole LLC ("AWC") has submitted a proposal to conduct the water and sanitary sewer evaluation of the Spur 93 Business Park for an amount not to exceed \$26,950.00 as detailed in "Exhibit A"; and

**WHEREAS**, the PAEDC Board of Directors at their Regular Board Meeting of March 7, 2022 accepted the proposal submitted by AWC; and

**WHEREAS**, AWC will perform the scope of work under the terms of the Agreement for Professional Services attached hereto as "Exhibit B".

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

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

**Section 2.** That PAEDC is herein authorized to enter into a professional services agreement with Arceneaux Wilson & Cole LLC to conduct a water and sanitary sewer evaluation of the Spur 93 Business Park as set forth in **Exhibit "B"**.

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

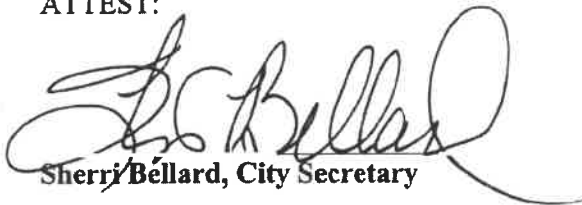
**READ, ADOPTED AND APPROVED** on this 21<sup>st</sup> day of March A.D., 2022,  
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Bartie; Mayor Pro Tem Frank.  
Councilmembers Holmes, Jones, Kinloe,  
Mark and Moss.

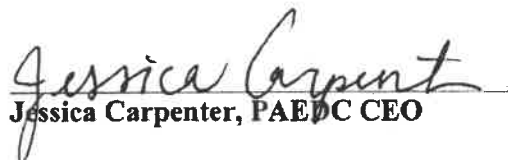
NOES: None.

ATTEST:

  
Sherri Bellard, City Secretary

  
Thurman Bartie, Mayor

APPROVED:

  
Jessica Carpenter, PAEDC CEO

APPROVED AS TO FORM:



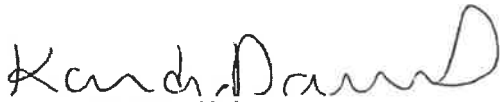
**Frank Garza, PAEDC Attorney**

APPROVED AS TO FORM:



**Valecia R. Tizeno, City Attorney**

APPROVED AS TO AVAILABILITY OF FUNDS:



**Kandy Daniel, Interim Finance Director**

PR 22433

# EXHIBIT "A"



February 28, 2022

Ms. Krystal Villarreal Muller  
**PORT ARTHUR EDC**  
501 Procter  
Suite 100  
Port Arthur, Texas 77640

**RE: PROPOSAL for WATER & SANITARY SEWER EVALUATION at the SPUR 93  
BUSINESS PARK**

Dear Ms. Muller:

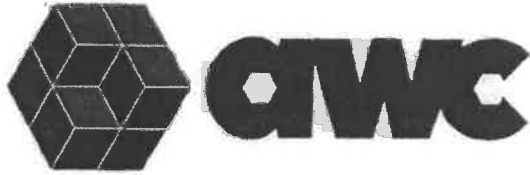
Thank you for contacting Arceneaux Wilson & Cole LLC (AWC) regarding the Water & Sanitary Sewer Evaluation at The Spur 93 Business Park. Based on our phone conference and our discussions we recommend the following scope of services:

**1. Data Gathering / Research**

- a) AWC will review existing drawings of Business Park (BP).
- b) AWC will update maps and prepare exhibit for BP water/sewer lines.
- c) AWC will obtain water use (water meter) information from City of Port Arthur (CPA) for all business park businesses.
- d) AWC will determine the current average water/sewer demands & patterns as well as projected demands.
- e) AWC will obtain lift station pump information from CPA.
- f) AWC will perform a site visit to lift station to verify pump data and perform a general condition assessment.
- g) AWC will attend meeting with MPW staff and CPA to determine operational procedures and issues.

**2. Water System**

- a) AWC will update water model and analyze the water system using modeling software with updated demands from all users in BP as well as demands for undeveloped property.



- b) AWC will identify any needed improvements to existing distribution system in BP.
- c) AWC will provide Opinion of Probably Cost (OPC) of needed improvements.

### **3. Sanitary Sewer**

- a) AWC will prepare model of gravity sewer system.
- b) AWC will analyze lift station at BP for existing capacity & any needed upgrades.
- c) AWC will verify capacity at sanitary sewer treatment facility to determine if the facility can accommodate additional sewer discharge from MPW as well as undeveloped property in the BP.
- d) AWC will identify any needed improvements to collection system based on our study findings.
- e) AWC will provide a OPC for needed improvements

### **4. Report**

- a) AWC will prepare report of results of findings.
- b) Presentation to EDC/CPA if requested.

Based on the scope of services listed we recommend a schedule of approximately 45 days for completion of the evaluation from notice to proceed. We propose a budget of **\$26,950.00** for the proposed scope of services, to be paid on lump sum basis. We look forward to working with you on this project and should you have any question or concerns please do not hesitate to contact us.

Sincerely,

**ARCENEUX WILSON & COLE LLC**

Joe M. Wilson, Jr., P.E.  
President

# **EXHIBIT “B”**

**STATE OF TEXAS**

**§ PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**

**COUNTY OF JEFFERSON**

**§ AGREEMENT FOR PROFESSIONAL SERVICES  
§**

This Agreement for Professional Services ("Agreement") is made by and between the Port Arthur Economic Development Corporation, located in Jefferson County, Texas ("EDC"), and Arceneaux Wilson & Cole LLC ("Professional") (individually, each a "Party" and collectively, "Parties"), acting by and through the Parties' authorized representatives.

**Recitals:**

**WHEREAS**, EDC desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Professional desires to render professional services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

**Article I  
Employment of Professional**

Professional will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of Professional's profession, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Professional is representing this it has special expertise in one or more areas to be utilized in the performance of this Agreement, then Professional agrees to perform those special expertise services to the appropriate local, regional, and national professional standards.

**Article II  
Term**

2.1 The term of this Agreement shall begin on the last date of execution hereof by all parties hereto (the "Effective Date") and shall continue thereafter until June 30, 2022.

2.2 Professional may terminate this Agreement by giving thirty (30) days prior written notice to EDC. In the event of such termination by Professional, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination.



2.3 EDC may terminate this Agreement by giving ten (10) days prior written notice to Professional. In the event of such termination by EDC, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination. Upon receipt of such notice from EDC, Professional shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement.

2.4 Upon notice of termination by Professional or EDC, Professional shall immediately surrender all project documents produced by Professional and its subcontractors up to and including the date on which termination notice was given.

### **Article III Scope of Services**

3.1 Professional shall perform the services specifically set forth in *Exhibit A*, attached hereto and incorporated herein by reference, entitled "Scope of Services." In case of conflict with the language of *Exhibit A* and the provisions of this Agreement, the provisions of this Agreement shall control. Any additional services require the prior approval of EDC.

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

### **Article IV Schedule of Work**

4.1 Professional agrees to commence services upon written direction from EDC and to complete the tasks set forth in *Exhibit A*, Scope of Services, in accordance with a work schedule established by EDC (the "Schedule"), which is attached hereto and incorporated as *Exhibit A*.

4.2 In the event Professional's performance of this Agreement is delayed or interfered with by acts of EDC or others, Professional may request an extension of time for the performance of same as hereinafter provided, and EDC shall determine whether to authorize any increase in fee or price, or to authorize damages or additional compensation as a consequence of such delays, within a reasonable time after receipt of Professional's request.

4.3 No allowance of any extension of time, for any cause whatsoever, shall be claimed or made by Professional, unless Professional shall have made written request upon EDC for such extension not later than five (5) business days after the occurrence of the cause serving as the basis for such extension request, and unless EDC and Professional have agreed in writing upon the allowance of such additional time.

**Article V**  
**Compensation and Method of Payment**

5.1 EDC shall pay Professional for the services specifically as set forth in *Exhibit A* by payment of a fee not to exceed **\$26,950.00**.

5.2 Each month Professional shall submit to EDC an invoice supporting the amount for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount, and a running total balance for the Project to date.

5.3 Within thirty (30) days of receipt of each such monthly invoice, EDC shall make monthly payments in the amount shown by Professional's approved monthly invoice and other documentation submitted.

5.4 Professional shall be solely responsible for the payment of all costs and expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet, e-mail, and postage charges, except as set forth in *Exhibit A*.

5.5 Nothing contained in this Agreement shall require EDC to pay for any services that are unsatisfactory as determined by EDC or which is not performed in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which EDC may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

**Article VI**  
**Devotion of Time, Personnel, and Equipment**

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. EDC reserves the right to revise or expand the scope of services after due approval by EDC as EDC may deem necessary, but in such event, EDC shall pay Professional compensation for such services at mutually agreed upon charges or rates, a copy of the Rate Schedule is attached hereto as *Exhibit B*, and within the time schedule prescribed by EDC, and without decreasing the effectiveness of the performance of services required under this Agreement. In any event, when Professional is directed to revise or expand the scope of services under this Agreement, Professional shall provide EDC a written proposal for the entire costs involved in performing such additional services. Prior to Professional undertaking any revised or expanded services as directed by EDC under this Agreement, EDC must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

6.2 It is expressly understood and agreed to by Professional that any compensation not specified in this Agreement may require approval by the EDC board and may be subject to current budget year limitations.

6.3 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.4 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

## **Article VII Relationship of Parties**

7.1 It is understood and agreed by and between the Parties that in satisfying the conditions and requirements of this Agreement, Professional is acting as an independent contractor, and EDC assumes no responsibility or liability to any third party in connection with the services provided by Professional under this Agreement. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent, servant, representative, or employee of EDC. Professional shall supervise the performance of its services and shall be entitled to control the manner, means and methods by which Professional's services are to be performed, subject to the terms of this Agreement. As such, EDC shall not train Professional, require Professional to complete regular oral or written reports, require Professional to devote his full-time services to EDC, or dictate Professional's sequence of work or location at which Professional performs Professional's work, except as may be set forth in *Exhibit A*.

## **Article VIII Insurance**

8.1 Before commencing work, Professional shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas and acceptable to EDC. Professional shall furnish to EDC CEO certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Port Arthur Economic Development Corporation  
Attention: Jessica Carpenter, CEO  
501 Procter Street  
Port Arthur, Texas 77640

A. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per occurrence, \$500,000 Products/Completed Operations Aggregate, and \$500,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

B. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: 1) by accident, \$100,000 each accident, and 2) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

C. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.

D. Professional Liability Insurance to provide coverage against any claim which the Professional and all professionals engaged or employed by the Professional become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 per claim, \$1,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by EDC.

8.2 With reference to the foregoing required insurance, Professional shall endorse applicable insurance policies as follows:

A. A waiver of subrogation in favor of EDC, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

B. EDC, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

C. All insurance policies shall be endorsed to the effect that EDC will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

8.3 All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

## **Article IX**

### **Right to Inspect Records**

9.1 Professional agrees that EDC shall have access to and the right to examine any directly pertinent books, documents, papers and records of Professional involving transactions relating to this Agreement. Professional agrees that EDC shall have access during normal working hours to all necessary Professional facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. EDC shall give Professional reasonable advance notice of intended audits.

9.2 Professional further agrees to include in subcontract(s), if any, a provision that any subcontractor agrees that EDC shall have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further, that EDC shall have access during normal working hours to all such subcontractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section. EDC shall give any such subcontractor reasonable advance notice of intended audits.

## **Article X**

### **Miscellaneous**

10.1 Entire Agreement. This Agreement and any and all Exhibits attached hereto constitutes the sole and only agreement between the Parties and supersedes any prior or contemporaneous understandings, written agreements or oral agreements between the Parties with respect to the subject matter of this Agreement.

10.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

10.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of EDC. In the event of an assignment by Professional to which the EDC has consented, the assignee shall agree in writing with EDC to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

10.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10.5 Governing Law and Exclusive Venue. The laws of the State of Texas shall govern this Agreement, and exclusive venue for any legal action concerning this Agreement shall be in a District Court with appropriate jurisdiction in Jefferson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.6 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

10.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Survival of Covenants and Terms. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination, including, but not limited to, Section 3.3, Article X, and, in particular, Sections 10.13 and 10.14.

10.9 Recitals. The recitals to this Agreement are incorporated herein.

10.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for EDC:  
Port Arthur Economic Development Corporation  
501 Procter Street  
Port Arthur, Texas 77640  
Attn: Jessica Carpenter, CEO

If intended for Professional:  
Arceneaux Wilson & Cole LLC  
3120 Central Mall Drive  
Port Arthur, Texas 77642  
Attn: Joe M. Wilson, Jr., President

10.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of, the Parties hereto.

10.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

10.13 Professional's Liability. Acceptance of the Project Documents by EDC shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by EDC for any defect in the Project Documents or other documents and work prepared by Professional, its employees, associates, agents or sub-consultants.

**10.14 Indemnification. PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS EDC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF THE EDC). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST EDC IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM EDC, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO EDC. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THIS SECTION IS LIMITED BY, AND TO BE READ AS BEING IN COMPLIANCE WITH, THE INDEMNITY SPECIFIED IN § 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT**

**10.15 Conflicts of Interests.** Professional represents that no official or employee of EDC has any direct or indirect pecuniary interest in this Agreement. Any misrepresentation by Professional under this section shall be grounds for termination of this Agreement and shall be grounds for recovery of any loss, cost, expense, or damage incurred by EDC as a result of such misrepresentation.

**10.16 Default.** If at any time during the term of this Agreement, Professional shall fail to commence the services in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the services or fail to perform any of Professional's obligations under this Agreement, then EDC shall have the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by EDC shall not be deemed a waiver of any other right or remedy of EDC. If after exercising any such remedy due to Professional's nonperformance under this Agreement, the cost to EDC to complete the services to be performed under this Agreement is in excess of that part of the contract sum which as not theretofore been paid to Professional hereunder, Professional shall be liable for and shall reimburse EDC for such excess costs.

10.17 Confidential Information. Professional hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of Professional's obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Professional shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for Professional's own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning EDC, its affiliates and subsidiaries, and all oral and written information concerning EDC or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilations, studies or other documents, whether prepared by Professional or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such information that is or becomes generally available to the public other than as a result of disclosure to Professional, or is required to be disclosed by a governmental authority under applicable law.

10.18 Remedies. No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10.19 No Third Party Beneficiary. For purposes of this Agreement, including the intended operation and effect of this Agreement, the Parties specifically agree and contract that: (1) this Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with EDC or Professional or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either EDC or Professional.

**[The Remainder of this Page Intentionally Left Blank]**



**EXECUTED** this            day of            , 2021.

**EDC:**

**PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**

By:  
Jessica Carpenter, CEO

**ATTEST:**

**APPROVED AS TO FORM:**

EDC Attorney

**EXECUTED** this            day of            , 2021.

**PROFESSIONAL:**

**ARCENEUX WILSON & COLE LLC**  
A Texas Limited Liability Corporation,

By:  
Name: Joe M. Wilson, Jr.  
Title: President

## ***Exhibit A***

### **Scope of Services / Schedule**



February 28, 2022

Ms. Krystal Villarreal Muller  
**PORT ARTHUR EDC**  
501 Procter  
Suite 100  
Port Arthur, Texas 77640

**RE: PROPOSAL for WATER & SANITARY SEWER EVALUATION at the SPUR 93  
BUSINESS PARK**

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#### **2. Water System**

- a) AWC will update water model and analyze the water system using modeling software with updated demands from all users in BP as well as demands for undeveloped property.

409.724.7666  
3120 Central Mall Drive  
Port Arthur, TX 77642  
awceng.com

Engineering      Surveying  
F 16194      10194049



- b) AWC will identify any needed improvements to existing distribution system in BP.
- c) AWC will provide Opinion of Probably Cost (OPC) of needed improvements.

### 3. Sanitary Sewer

- a) AWC will prepare model of gravity sewer system.
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Sincerely,

**ARCENEUX WILSON & COLE LLC**

A handwritten signature in black ink, appearing to read "Joe M. Wilson, Jr.", written over a horizontal line.

Joe M. Wilson, Jr., P.E.  
President

***Exhibit B***

## Rate Schedule



### HOURLY RATE SHEET 2022

#### ENGINEERING SERVICES

Engineer VII	\$ 250.00
Engineer VI	\$ 235.00
Engineer V	\$ 220.00
Engineer IV	\$ 200.00
Engineer III	\$ 180.00
Engineer II	\$ 160.00
Engineer I	\$ 140.00
Senior Designer	\$ 155.00
Designer	\$ 135.00
Design Technician IV	\$ 120.00
Design Technician III	\$ 105.00
Design Technician II	\$ 90.00
Design Technician I	\$ 75.00
Engineering Intern	\$ 75.00

#### CONSTRUCTION SERVICES

Resident Field Rep II	\$ 115.00
Resident Field Rep I	\$ 100.00

#### SURVEYING SERVICES

RPLS	\$ 160.00
Survey Coordinator	\$ 120.00
2-Man Crew	\$ 140.00
3-Man Crew	\$ 200.00
LIDAR Services	Project Specific Quote

#### GIS / DATABASE SERVICES

GIS Project Consulting	\$ 150.00
GIS / Database Design	\$ 125.00
GIS / Database Technician	\$ 100.00

#### ADMINISTRATIVE

IT Support	\$ 150.00
Project Support	\$ 75.00

#### REIMBURSABLE EXPENSES

Consultants & Direct Costs	Cost + 10%
Mileage	IRS Standard Mileage Rate

1012022