



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 17<sup>th</sup>, 2019

To: Brian Maxwell, City Manager  
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

**RE:** Consider for approval the proposal for \$42,000 from Arceneaux, Wilson and Cole, LLC (AWC) for traffic signal design at 45<sup>th</sup> Street and Avenues O, P, Q and S intersections. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

### **I. Background**

- A. The design and reconstruction of 45<sup>th</sup> Street was included in the City of Galveston Capital Improvement Plan.
- B. This project includes rebuilding the roadway, installing larger inlets and lateral storm sewer system components to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks and ADA ramps, bicycle and parking lanes.
- C. On 25 May 2017, the City Council approved Arceneaux, Wilson, and Cole, LLC., to perform engineering design for the 45th Street Improvements from Broadway to Seawall Boulevard.
- D. Although AWC completed the design, at the time it was being prepared for advertisement, the lack of adequate traffic signals at Avenues O, P, Q and S were being addressed. A change in scope to add the traffic signals as an addendum to the roadway design was recommended. The existing inefficient span wire signal at Avenue O is shown below:





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- E. The 45<sup>th</sup> Street reconstruction design was advertised with TXDOT Standard Traffic Signal details at no increase in design cost, to avoid delays in the bidding process, and with the intent that site specific design will be performed after the construction contract is awarded.
- F. The City Council subsequently awarded a contract with Main Lane Industries, Ltd. on 13 December 2018 for the construction of this project.
- G. City staff met internally with the traffic department and with AWC to discuss the scope of the traffic signal design.
- H. The City subsequently requested a proposal from AWC for additional services related to traffic signal design at Avenues O, P, Q and S. The traffic signal to be designed is being evaluated and could be one of the following options if additional services design is awarded:



### II. Current Situation

- A. AWC provided a proposal for \$42,000 to complete the traffic signal design at Avenues O, P, Q and S.
- B. AWC is available to perform the time critical design on authorization from the City.

### III. Impact or ramifications:

The implementation of the design proposal would improve traffic safety, aesthetics and durability by providing mast arm signals that are less susceptible to wind forces in Galveston's typical coastal high wind/high gust environment.





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#### IV. Alternatives in order of priority

- A. Approve the proposal for additional design services from AWC for traffic signal design at Avenues O, P, Q and S to be added to the 45<sup>th</sup> Street Improvements from Broadway to Seawall Boulevard project, at a project design fee of \$42,000.
- B. Do not approve the request.

#### V. Recommendation

Approve the proposal for additional design service from AWC for traffic signal design at Avenues O, P, Q and S to be added to the 45<sup>th</sup> Street Improvements from Broadway to Seawall Boulevard project, at a design fee of \$42,000.

#### VI. Fiscal Impact Report

Requested by: Daniel Christodoss, P.E.  
City Engineer

Funding Source: 2017 General Obligation Bonds Fund 3217 ST1705

Implementation Cost: \$42,000

Respectfully Submitted,

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Daniel Christodoss, P.E.  
City Engineer



**CITY OF GALVESTON**  
**PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Galveston, Texas, hereinafter called the “City”, and **Arceneaux Wilson & Cole LLC** hereinafter called “**Company**”, located in Port Arthur, Texas in connection with the following project.

**45<sup>th</sup> Street Additional Services**

The City desires that the Company perform certain professional engineering services in connection with the Project utilizing engineers employed by the COMPANY; and the COMPANY represent that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein and in those documents, attached and incorporated for all purposes: Exhibits A, B, and D, identified as Responsive Proposal from COMPANY.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional engineering services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

**NOW THEREFORE**, the parties do mutually agree as follows:

**PART I**

1. Scope of Services

- a. The COMPANY’s basic services consist of the following and include the customary engineering services.
- b. The COMPANY shall manage the engineering services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City’s approval a schedule for the performance of the engineering services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and

shall respond to applicable design requirements imposed by those authorities and entities.

- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
  - f. Detailed scope of work for Additional Services for Teichman Road Water Line can be found on Exhibit A.
2. Time of Performance - The services as set forth in Exhibit A shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within the time frame of the original contract (1-month) from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
  3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
  4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
  5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
  6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
  7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this design amendment shall not exceed **\$42,000.00** Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
    - i. Predesign/kick-off meeting:
      - a. Attend meeting and prepare Agenda;
      - b. Present an understanding of project scope;

- c. Consultant to prepare pre-design meeting minutes.
- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
    - a. Design schedule in *Smartsheet*; the City shall provide and share a blank *Smartsheet* at [www.smartsheet.com](http://www.smartsheet.com) and Consultant will provide the Smartsheet schedule online at [www.smartsheet.com](http://www.smartsheet.com). No other formats will be accepted.
    - b. Field Survey Plan;
    - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
    - d. Typical and proposed roadway Section;
    - e. Demolition plan;
    - f. RAS review is initiated;
    - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
  - iii. 60% submittal (Rev. B – 60% submittal issued for review):
    - a. Copies of electronic communication with and from private utilities to document design coordination;
    - b. Design Plans to include the following, as applicable:
      - Cover Sheet with index;
      - General notes, legend and abbreviations;
      - Sheet Layout;
      - Typical Roadway Section;
      - Survey Control Map;
      - Proposed Drainage Area Map and calculations;
      - Demolition plan;
      - Plan and profile showing stations, existing and proposed waterline;
      - Plan and Profile showing stations, existing and proposed sanitary sewer;
      - Plan and profile showing stations, existing and proposed storm sewer;
      - Intersection Details and Ramps, including crosswalks;
      - Driveway Schedule and details;
      - Cross Sections;
      - Paving Details;
      - Water system Details (blue);
      - Sanitary Sewer system Details (red);
      - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
      - SW3P Plan and Details;
      - Tree Protection Plan and details;
      - Detailed Traffic Control/Detour Plan and details;
      - Signage and Pavement Marking Plan and details;
      - ADA ramp details;

- Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
  - Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- c. AutoCAD generated takeoff estimates on each sheet;
  - d. RAS review comments;
  - e. Approved USACE, TXDOT/Galveston County, as applicable;
  - f. Revised preliminary Cost estimate
  - g. Update the design schedule in *Smartsheet* at [www.smartsheet.com](http://www.smartsheet.com);
  - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
  - b. Design Plans;
  - c. Project Sign;
  - d. Project Manual (Specifications, and bid forms);
  - e. AutoCAD-generated takeoff estimates on each sheet;
  - f. RAS review comments incorporated;
  - g. Final Opinion of Probable Construction Costs
  - h. Update the design schedule in *Smartsheet* at [www.smartsheet.com](http://www.smartsheet.com);
  - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
  - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;
1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction;
  - b. Project Manual/Specifications/Bid form, etc.;
  - c. Cost estimate (most probable cost);
  - d. Estimated construction time and schedule in *Smartsheet*;
  - e. AutoCAD-generated takeoff estimates on each sheet;
  - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
  - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

- c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
    - d. Provide Addendums to bid;
    - e. Prepare bid evaluation and reference check;
    - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.
    - g. Prepare final contract documents for execution by the Contractor and the City.
  - vii. Construction Phase:
    - a. Attendance to construction progress bi-monthly meetings;
    - b. Periodic visits to project site;
    - c. Review, track and approve RFIs and Submittals, including Change Orders;
    - d. Address design conflicts in the field, if any;
    - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
  - viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below. **Invoices will not be approved without the proper submittal/backup documents.** Always email a copy to the personnel above with the corresponding documents.
    - a. 30%
    - b. 60%
    - c. 100% Draft
    - d. 100% Bid Package – Issued for Construction
  - ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
8. The City will comply with Texas law in paying and/or disputing invoices.
9. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense



on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

11. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if 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, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
13. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY 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 COMPANY, Paragraphs relative to termination shall apply.
  - a. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A are completed to the written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

14. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
  - a. **Commercial general liability insurance:**
    - \$2,000,000 general liability (includes products and personal, etc.)
    - \$1,000,000 fire damage
    - \$1,000,000 automobile damage
    - \$500,000 workers compensation employers' liability
    - Statutory limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"
18. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
19. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City 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.
20. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
21. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

22. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

23. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney  
City of Galveston  
823 Rosenberg, Room 203  
P.O. Box 779  
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Arceneaux Wilson & Cole LLC

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

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

NAME: Brian Maxwell

NAME: Joe M. Wilson, Jr., PE

TITLE: City Manager

TITLE: President

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

DATE: April 10, 2019

Approved As To Form

\_\_\_\_\_  
City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

# EXHIBIT A



August 22, 2018

Mr. Daniel Christodoss  
City of Galveston  
823 25<sup>th</sup> Street  
Galveston, TX 77550

**RE: PROPOSAL FOR ENGINEERING SERVICES  
for TRAFFIC SIGNALS along 45<sup>th</sup> STREET  
Galveston, Texas**

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Dear Mr. Christodoss,

Thank you for the opportunity to assist you with additional services on the 45<sup>rd</sup> Street Project from Broadway to Seawall Blvd. Based on the scope of work and our understanding of the project we propose to provide engineering services to add traffic signals at Avenues O, P, Q and S. We propose a scope of services as described below.

**SCOPE OF SERVICES**

- Geotechnical investigation for foundation design with core up to 25-feet in depth.
- Provide design for traffic signals.
- Provide signal layouts and elevations of proposed signals.
- Provide detailed construction estimate.

**PROFESSIONAL FEE**

Based upon our review and understanding of the project, we propose to be compensated based on a not to exceed fee of **\$42,000** for our services. Our proposed fees do not include any cost/fees for any permits. We recommend a design period of 1-month to perform the proposed scope of services. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

**ARCENEUX WILSON & COLE LLC**

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

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