

PROFESSIONAL SERVICES AGREEMENT
for
Design of Streambank Stabilization for Timber Creek – Phase 2

The City of Lewisville, Texas, hereinafter called City, hereby engages Halff Associates, Inc., hereinafter called Consultant, to perform professional services in connection with preparation of construction plans for streambank stabilization of Timber Creek along Regency Drive and Kenny Court, hereinafter called Project.

I. PROJECT. The Project is described as follows:

- A. The Project includes Preliminary Design/Engineering services for stream improvements which will consist of stabilizing the south bank and east bank of Timber Creek located north and parallel to Regency Drive, then turning northward located west and parallel to Kenny Court. The approximately 700 linear-foot project corridor will include a tied-back gabion wall and toe protection. The scope of work for this PSA includes surveying and geotechnical engineering services, U.S. Army Corps of Engineers (USACE) permitting services, preparation of plans, and estimates for construction.

II. SCOPE OF SERVICES:

The Consultant will perform the following:

- A. Design surveys along Timber Creek for proposed channel improvements.
- B. Engage the services of CMJ Engineering, Inc. to perform subsurface borings in design to provide general geotechnical information needed for the design and construction of the project.
- C. Preparation of 90% Milestone Design plans suitable for review, and permitting.
- D. Assist the City and attend a public meeting to explain proposed project to residents.

A more detailed description of services is contained in Attachment “B”, which is hereby included in this Professional Services Agreement by reference.

III. COMPENSATION.

The Consultant agrees to perform the services described herein for the amounts stated; and, the City agrees to make payments in the amounts stated. The total fee for all described services shall not exceed **\$ 134,760.00**. A breakdown of fees for various services is included in Attachment “C”, which is hereby included in this Professional Services Agreement by Reference.

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- IV. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- VI. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS**

OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- VIII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. TIME OF COMPLETION.** A project schedule, shown in Attachment "D" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- X. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract

Documents. The audit will be at the City's expense.

- XI. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XII. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XIII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XIV. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is

contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

XV. TEXAS GOVERNMENT CODE CHAPTER 2270. Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

XVI. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

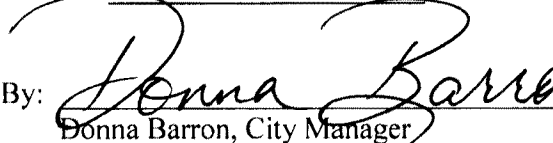
XVII. PERFORMANCE. In compliance with Texas Local Government Code 271.904, the Contractor agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality as the City and under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the schedule as referenced in Section XIII of this Agreement.

XVIII. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS

Approved by the Lewisville City

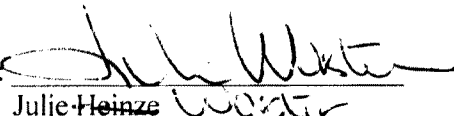
Council 12/18/2017

By: 
Donna Barron, City Manager

Date: 12/19/2017

By: 

Date: 1/3/2018

Attest: 
Julie Heinze

Attest: 
LEVI HEINZE

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:



Lizbeth Plaster, City Attorney

Attachment A

INSURANCE REQUIREMENTS **ENGINEERING/ARCHITECTURE PROJECTS**

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability and/or Errors and Omissions Insurance.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages except Professional Liability
Each insurance policy required by this exhibit except Professional Liability shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects)
"Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT

INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ATTACHMENT "B" SERVICES

Construction Plans for Design of Streambank Stabilization for Timber Creek – Phase 2

This Attachment "B" further defines the services to be performed by Halff Associates, Inc. in conjunction with preparation of 90% Milestone Design plans for the streambank stabilization of Timber Creek Phase 2, hereinafter called Project. The project which will consist of stabilizing the south bank and east bank of Timber Creek located north and parallel to Regency Drive, then turning northward located west and parallel to Kenny Court. The approximately 700 linear-foot project corridor will include a tied-back gabion wall and toe protection.) Our services include the following:

Design Assumptions – Certain assumptions were employed in developing the scope and fee for this proposal.

- A. **Gabion Wall** – The primary method of bank stabilization involves construction of a gabion wall with tiebacks.
- B. **Hydraulic Modeling** – Utilize existing hydraulic model of Timber Creek that extends through the study area. The hydraulic parameters derived from this study and the FEMA current effective model will be used for the design of bank stabilization.
- C. **Private Property Access** – The City of Lewisville will gain right of entry on private property for the consultant as needed by the design team (surveyors, geotechnical engineers, etc.)
- D. **Permitting** - The proposed project will be approximately 700 LF in length and will exceed the 500 LF limit and 1 cubic yard per linear foot below the ordinary high water mark in the U.S. Army Corps of Engineers Nationwide Permit 13 Bank Stabilization. Nationwide Permit 13 is still applicable, but notification to the Fort Worth District U.S. Army Corps of Engineers is required. No other permits will be submitted for this project.
- E. **Temporary Construction Easements - Omitted**

I. Plan and Specifications Work Plan:

- A. **Topographic Surveying and Base Map Preparation:** The Consultant shall provide surveying services; which, in general, may be defined as normal services applicable to a project of this type. The entire area of the creek and

adjacent properties in the vicinity of the eroded area to be surveyed. A topographic base map was prepared that will show existing fences, trees six inches and larger in diameter, and other improvements affecting design. Existing one-foot contours will be shown. Property boundaries will also be tied and shown in the plans.

- B. Geotechnical Investigation.** The Consultant shall engage a geotechnical sub-consultant to provide subsurface investigations in the form of boring logs. Four borings will be drilled and shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project. Laboratory tests will consist of: moisture content and soil identification, liquid and plastic limit determinations, unconfined compression tests on soil, direct shear test on soil and groundwater condition; recommendations for wall foundation type, depth , and allowable loading; foundation construction requirements; global stability analysis for existing and proposed conditions; recommendations for tiebacks, including founding material, allowable adhesion, and spacing; and earthwork recommendations.
- C. Hydraulic Modeling.** The Consultant shall prepare hydraulic model to reflect proposed channel improvement conditions. The modeling will consider fill and excavation associated with the project. The consultant shall prepare a brief memorandum report summarizing the results of the hydraulic study. Memo will include explanation of study procedure, comparison of water surface elevations, profile comparison and hydraulic workmaps.
- D. Permitting.** The Consultant shall prepare an application for Nationwide Permit 13, Bank Stabilization, with the U.S. Army Corps of Engineers Fort Worth District. Application process will include a site visit by Consultant's Environmental Science staff, determination of Jurisdictional Waters, and preparation of application and supporting documents for the U.S. Army Corps of Engineers. This does not include preparation of an Individual Permit, although this is not anticipated for this project.
- E. Construction Plans:** The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The construction plans will consist of numerous sheets generally ordered as follows:

 - 1. Title Sheet. The title sheet shall include a location map. It shall also include a sheet index with drawings numbered consecutively and without subscripts. Additionally, the title sheet shall show the project name, project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified.

2. Project Layout Sheet(s). The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown without excessive detail. This sheet(s) will include a listing of abbreviations, legend, general notes, and key map.
3. Typical Sections. As a minimum, typical sections will be drawn showing the relationship of the existing creek and proposed wall and grading. Typical sections will include right-of-way lines, fences, utilities, and all proposed improvements.
4. Plan Sheets & Wall Elevation (Profile) Sheets. Plan sheets will show the proposed wall layout and grading plan. The wall elevation sheets will provide a profile view of the proposed wall.
5. Cross-Section Sheets. The cross-section sheets will show cross-section views of the channel, proposed wall, and proposed and existing grades at various station locations along the length of the project.
6. Detail Sheets. The City's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.
7. Miscellaneous. Construction plans will also address erosion control. Wall construction details will be provided as well.
8. Review Plans. – Preliminary plans shall be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% milestone. Submittals shall include sheets as defined by E. Construction Plans 1-7, providing design detail consistence with appropriate milestone.

Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. One (1) meeting with residents and/or property owners will be held during design. The Consultant shall prepare and present a project layout exhibit and give a brief presentation at the public meetings. The Consultant shall, in company with the City, perform at least one plans-in-hand review at each milestone.

9. Design. – The design of the project shall be in general accordance with the City of Lewisville ordinances, standard details, and good engineering practices.

10. Prints/Deliverables. – The Consultant shall provide prints of construction plans for review and permitting. The Consultant will provide utility companies with copies of plans for review.

Preliminary Plan Submittal (60%) – Consultant will provide the City with one full sized and two sets of half-sized plans for review and comment. Submittal will include layouts, typical sections, profiles, cross-sections and an engineer Opinion of Probable Construction (OPC) costs. Final horizontal/vertical control, erosion control sheets, and structural details will be provided with final plan submittal.

Final Plan Submittal (90%) – Consultant will provide the City with one full sized and two sets of half-sized plans incorporating the comments from the preliminary design for review and comment. Submittal will include complete plan set and an engineer Opinion of Probable Construction (OPC) costs.

11. General. – Construction plans shall be developed on electronic files compatible with the City's Intergraph CADD system – Microstation. Construction plans shall also be furnished on 22" x 34" sheets. The City's standard format shall be used. All review prints shall be furnished on 22" x 34" sheets. Construction plans shall be suitable for half-scale reduction and shall be provided as follows: one set of 11" x 17" paper originals drawn by laser plotter.

F. Specifications. Omitted

H. Bidding, Construction, Closure: Omitted

II. Surveying Services Work Plan. Omitted

III. Services Not Included

- A. Miscellaneous.** Engineering Services, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the

preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

- A. ADDITIONAL Engineering services in connection with the PROJECT, including services which are to be furnished by the CITY and services not otherwise provided for in this Agreement will be at the following rates:

Staff Member and Resident Project Representative - Salary Cost Times Multiplier of **2.3**.

- B. Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

ATTACHMENT "C" COMPENSATION

Construction Plans for Design of Streambank Stabilization for Timber Creek – Phase 2

This Attachment "C" further defines the basis of compensation to the Consultant for the services rendered.

- I. Basic Fee Services** - The basic fee for the services as described in Attachment "B" will be **\$ 99,365.00** which includes printing, direct costs and computer charges normally associated with production of these services and reproduction of up to ten (10) sets of plans for review purposes.

The basis of compensation for Basic Fee services shall be as follows:

1. \$ 61,325.00 for Preliminary Design Phase (60% submittal)
2. \$ 38,040.00 for Final Design Phase (90% submittal)

Items (1) through (4) will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items.

- II. Special Services** – The maximum not-to-exceed fee for the special services as described in Attachment "B" will be **\$ 35,395.00**, which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be 2.30 times salary cost up to the maximum not-to-exceed fee. The following table summarizes special services fees.

TASK DESCRIPTION	FEE
I A. Design Surveys	\$9,050
I B. Geotechnical Investigation	\$21,565
I D. Permitting	\$4,780
TOTAL SPECIAL SERVICES	\$35,395

- III. Miscellaneous Services** – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **\$ 134,760.00**.

ATTACHMENT "D" TIME OF COMPLETION

Construction Plans for Design of Streambank Stabilization for Timber Creek – Phase 2

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

- I. Commencement of Work** – The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
- II. Time Line** – The following items of work shall be completed within the time line indicated.
 - 1. Completion/furnishing 60% preliminary plans sufficient for USACE permitting: 100 calendar days from date of written authorization excluding City review time.
 - 2. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 145 calendar days from date of written authorization excluding USACE (45 day) and City review time.

ATTACHMENT E

IMMIGRATION REFORM AND CONTROL ACT

Name of Contractor/Consultant: Halff Associates, Inc. Date: September 23, 2017

Reference: City of Lewisville
Design of Streambank Stabilization for Timber Creek – Phase 2

As per the requirements of the contract documents, I submit under penalty of perjury of the laws of the State of Texas, that **Halff Associates, Inc.** has not been found in violation of the Immigration Reform and Control Act (IRCA) by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. Additionally, **Halff Associates, Inc.** will ensure that its subconsultants submit a declaration signed under penalty of perjury of the laws of the State of Texas stating they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years.

LEVI HEIN / PROJECT MANAGER
Print Name and Title


Authorized Signature

Notary: Tarrant County, Texas

By: 

My Commission Expires: 10-20-18



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Search Results

Current Search Terms: halff* associates* inc*

Your search for "halff* associates* inc*" returned the following results...

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Entity	Halff Associates, Inc.	Status: Active ⓘ
DUNS: 080835228	CAGE Code: 7ZV85	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/08/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	Halff Associates, Inc.	Status: Active ⓘ
DUNS: 080835202	CAGE Code: 7ZTU3	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/07/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	HALFF ASSOCIATES, INC.	Status: Active ⓘ
DUNS: 147668748	CAGE Code: 3VVH8	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/07/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	HALFF ASSOCIATES, INC.	Status: Active ⓘ
DUNS: 790485283	CAGE Code: 5AJJ5	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/06/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	HALFF ASSOCIATES, INC.	Status: Active ⓘ
DUNS: 167288724	CAGE Code: 5ANN1	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/06/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	HALFF ASSOCIATES, INC.	Status: Active ⓘ
DUNS: 028716428	CAGE Code: 6L0V1	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/06/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	HALFF ASSOCIATES, INC.	Status: Active ⓘ

DUNS: 022823574

Has Active Exclusion?: No

Expiration Date: 11/06/2018

Purpose of Registration: All Awards

CAGE Code: 3VUU0

DoDAAC:

Debt Subject to Offset? No

View Details

Entity

HALFF ASSOCIATES, INC.

Status: Active

DUNS: 837540038

Has Active Exclusion?: No

Expiration Date: 11/06/2018

Purpose of Registration: All Awards

CAGE Code: 3VUE1

DoDAAC:

Debt Subject to Offset? No

View Details

Entity

HALFF ASSOCIATES, INC.

Status: Active

DUNS: 807012492

Has Active Exclusion?: No

Expiration Date: 11/06/2018

Purpose of Registration: All Awards

CAGE Code: 5ANR1

DoDAAC:

Debt Subject to Offset? No

View Details

Entity

HALFF ASSOCIATES, INC.

Status: Active

DUNS: 079568300

Has Active Exclusion?: No

Expiration Date: 11/06/2018

Purpose of Registration: All Awards

CAGE Code: 79UN6

DoDAAC:

Debt Subject to Offset? No

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List of Companies that Boycott Israel Pursuant to Chapter 808 of the Texas Government Code September 1, 2017

Company Name	ISSUERID	SEDOL	ISIN
Co-Operative Group Gomersall	IID000000002241186	BFXWHQ2	GB00BFXWHQ29
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP	IID000000002228977	BYZZBB5	XS1217882171

Abdallah Azzam Brigades (AAB)	Indian Mujahedeen (IM)
Abu Sayyaf Group (ASG)	ISIL Sinai Province (formally Ansar Bayt al-Maqdis)
Al-Aqsa Martyrs Brigade (AAMB)	ISIL-Khorasan (ISIL-K)
al-Mulathamun Battalion	Islamic Jihad Union (IJU)
al-Nusrah Front	Islamic Movement of Uzbekistan (IMU)
al-Qa'ida (AQ)	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Al-Qa'ida in the Indian Subcontinent	Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
al-Qa'ida in the Arabian Peninsula (AQAP)	Jaish-e-Mohammed (JEM)
al-Qaida in the Islamic Maghreb (AQIM)	Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
al-Shabaab	Jemaah Anshorut Tauhid (JAT)
Ansar al-Dine (AAD)	Jemaah Islamiya (JI)
Ansar al-Islam (AAI)	Jundallah
Ansar al-Shari'a in Benghazi	Kahane Chai (Kach)
Ansar al-Shari'a in Darnah	Kata'ib Hizballah (KH)
Ansar al-Shari'a in Tunisia	Kurdistan Workers Party (PKK) (Kongra-Gel)
Ansaru	Lashkar i Jhangvi (LJ)
Army of Islam (AOI)	Lashkar-e Tayyiba (LeT)
Asbat al-Ansar (AAA)	Liberation Tigers of Tamil Eelam (LTTE)
Aum Shinrikyo (AUM)	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Basque Fatherland and Liberty (ETA)	National Liberation Army (ELN)
Boko Haram	Palestine Liberation Front (PLF)
Communist Party of the Philippines/New People's Army (CPP/NPA)	Palestinian Islamic Jihad (PIJ)
Continuity Irish Republican Army (CIRA)	PFLP-General Command (PFLP-GC)
Gama'a al-Islamiyya (Islamic Group) (IG)	Popular Front for the Liberation of Palestine (PFLF)
HAMAS	Real Irish Republican Army (RIRA)
Haqqani Network (HQN)	Revolutionary Armed Forces of Colombia (FARC)
Harakat ul-Jihad-i-Islami (HUJI)	Revolutionary People's Liberation Party/Front (DHKP/C)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)	Revolutionary Struggle (RS)
Harakat ul-Mujahidin (HUM)	Shining Path (SL)
Hizballah	Tehrik-e Taliban Pakistan (TTP)
Hizbul Mujahideen (HM)	



LEWISVILLE

Don't Forget: Broad Wings, Bright Future

PO #2018-00000651

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) RECORD

☒ NOT APPLICABLE

HUBS CONTACTED:

Bid: ☐ Yes ☐ No

Bid: ☐ Yes ☐ No

THIS PURCHASE DOES NOT QUALIFY FOR HUB CONSIDERATION DUE TO THE FOLLOWING:

PSA

INTERLOCAL PURCHASE JUSTIFICATION

☒ NOT APPLICABLE

PURCHASING AGREEMENT USED: _____

OTHER PRICES CHECKED: _____

REASONS FOR NOT CHECKING OTHER PRICES:

PSA

Insurance Compliant: ☒ Yes
☐ No
☐ Not Applicable

NOTE: PO was emailed to vendor.

INITIALS: TO DATE: 1/8/18



Tracey Ogurek <togurek@cityoflewisville.com>

Read: Purchase Order - City of Lewisville(Purchase Order: 2018-00000651)

1 message

McGahey, Ben <bmcgahey@halff.com>

Mon, Jan 8, 2018 at 6:39 PM

Reply-To: purchasing@cityoflewisville.com

To: "purchasing@cityoflewisville.com" <purchasing@cityoflewisville.com>

Your message

To: McGahey, Ben

Subject: Purchase Order - City of Lewisville(Purchase Order: 2018-00000651)

Sent: Monday, January 8, 2018 5:35:22 PM (UTC-06:00) Central Time (US & Canada)

was read on Monday, January 8, 2018 6:39:59 PM (UTC-06:00) Central Time (US & Canada).

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For more options, visit <https://groups.google.com/a/cityoflewisville.com/d/optout>.



Tracey Ogurek <togurek@cityoflewisville.com>

Read: Purchase Order - City of Lewisville(Purchase Order: 2018-00000651)

2 messages

McGahey, Ben <bmcgahey@halff.com>

Mon, Jan 8, 2018 at 6:39 PM

Reply-To: purchasing@cityoflewisville.com

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McGahey, Ben <bmcgahey@halff.com>

Tue, Jan 9, 2018 at 8:31 AM

Reply-To: purchasing@cityoflewisville.com

To: "purchasing@cityoflewisville.com" <purchasing@cityoflewisville.com>

Received.

Ben L. McGahey, PE

Director of Public Works, Fort Worth

O: (817) 764-7471

C: (817) 944-0672

HALFF ASSOCIATES, INC.

4000 Fossil Creek Blvd.

Fort Worth, TX 76137-2720

Halff.com | Facebook | Twitter | LinkedIn | YouTube

-----Original Message-----

From: purchasing@cityoflewisville.com [mailto:purchasing@cityoflewisville.com]

Sent: Monday, January 8, 2018 5:35 PM

To: McGahey, Ben <bmcgahey@halff.com>

Subject: Purchase Order - City of Lewisville(Purchase Order: 2018-00000651)

Please acknowledge receipt of this purchase order by sending acknowledgement back to "purchasing@cityoflewisville.com".

[Quoted text hidden]