

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen (referred to herein as "City") and Halff Associates, Inc. (referred to herein as "Contractor"), collectively the "Parties". This Agreement is made this 7 day of June 2021.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the professional services of Contractor to:

Surveying and engineering services associated with the Bermuda Ditch Retaining Wall repair / reconstruction improvements (the "Project"). A further defined scope of services is included in Exhibit A of this agreement.

Term of Agreement. This Agreement shall commence on the 7 day of June 2021, and terminate 365 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

 at the rate of \$ per hour; or

x for the lump sum payment not to exceed \$48,950.00. To be billed monthly.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of City.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 per claim/ annual aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder may not be transferred or assigned without prior written approval by City. Assignments without prior approval shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against reasonable costs in proportion to Party's liability, losses and damages (including, without limitation, reasonable attorney's and other professionals' fees, and all court costs) directly caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

By signing this contract, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNED, ACCEPTED AND AGREED TO this ____ day of _____, 2021, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City
**Danielle
Singh**

Kent Cagle, City Manager
City of Killeen

Digitally signed by
Danielle Singh
Date: 2021.06.07
12:02:09 -05'00'

Tony D.
Molinaro, AICP,
CFM
Hilli
Clements

Contractor (Halff Associates, Inc.)



Printed: Dan Franz
Title: Director of Public Works

EXHIBIT A
PROPOSED PROJECT DESCRIPTION/SCOPE OF SERVICES
FOR CITY OF KILLEEN
BERMUDA DITCH IMPROVEMENTS
CITY OF KILLEEN, TEXAS

PROJECT DESCRIPTION

The proposed Scope of Services delineates the items that Halff Associates, Inc. (Engineer) will provide to the City of Killen (City) for design of the failed concrete lined Bermuda ditch and adjacent retaining wall for the segment from 1110 Goodhue Dr to Wheeler Ave . The Bermuda ditch runs along the alley of Goodhue Dr and Meadow Dr from 1305 Meadow Dr to I-14. The Engineer will prepare Construction Plans, Specifications and Estimates (PS&E) for bidding and construction of the project. The design services are separated into the following Tasks and described in more detail below:

- Task 1: Project Management and Coordination
- Task 2: Survey
- Task 3: Plans, Specifications & Estimates (PS&E)

TASK 1: PROJECT MANAGEMENT & COORDINATION

1.1 Progress Meetings, Reports, and Monthly Invoicing

For the work performed, Engineer will prepare Monthly Invoices billed as a percentage complete per task and Progress Reports. These Reports will include:

- Tasks completed during the reporting period & planned for upcoming periods.
- Issues encountered and recommended actions to address them.
- Engineer will account for (2) two site visits for the overall project and coordination
- Overall Project status and development progress, including a tabulation of tasks showing percentage complete, and supporting documentation

1.2 Coordination and administration of work products

- Coordination - Engineer shall designate one Texas Registered Professional Engineer as the Project Manager responsible for Project management, coordination, and communications.
- Administration - Engineer will manage Project activities (including subconsultants), direct the project team/staff, attend meetings with City staff, handle deliverables, and keep records of project communications / files.

TASK 2: SURVEY

The limits of the survey shall include the area of the drainage channel where the concrete wall is failing and extend 50-feet to the north and south, along the drainage channel (approximately 200 linear feet total). In addition, the design limits will extend 10-feet beyond the top of wall, into private property, on both sides of the channel.

Deliverables for this task will include a MicroStation drawing of the design survey, along with associated files (GPK, tin, dat).

The Following Surveying Services Tasks are included in this Scope of Services:

- This survey will be based on the State Plane Coordinate System, Texas Central Zone, NAD83.
 - Obtain field data sufficient to produce contours at 1-foot intervals.
 - Locate above ground visible improvements (i.e. edges of pavement, curbs and gutter, sidewalks, building corners etc.).
 - Locate visible utilities either found by our surveyors or located for us by utility companies and/or other agencies.
 - Field tie existing trees 8-inches diameter and greater.
 - Perform quality control for survey requirements.

This Project is Subject to the Following Assumptions:

- Right-of-entry for all surveying work performed in private property will be provided by the client.
- This scope does not provide for depicting boundary lines, or for performing any boundary related surveying services.
- This scope does not provide for locating subsurface utilities.
- This scope does not provide for the production of “hard copy” paper deliverables.

TASK 3: PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

3.1 Construction Plans - Produce design plans and specifications for repair of the existing Bermuda ditch wall. The general construction plans are expected to include:

- Cover Sheet
- General notes
- Project Layout
- Traffic Control Plan
- Structural Plans and Details
- Erosion Control Plan and Details

- Civil Details

Engineer will submit 90% plans to the City for review and comment. Plans and specifications will be completed (100%) based on City comments and submitted to City for a final review before issuance for bid.

3.2 Engineer will prepare an Opinion of Probable Construction Cost (OPCC) for the Project. The OPCC will be provided to the City as part of the 90% and 100% deliverable.

COMPENSATION

Compensation for services identified in Tasks 1-3 shall be paid by the City to the Engineer for all services required for work stated as lump sum amounts. A breakdown of the estimated effort for all Tasks is provided with this proposal. Any additional scope of work not identified in Tasks 1-3 which may be requested by the City or required for the project will be authorized through a Supplemental design agreement.

ITEMS EXCLUDED FROM THE SCOPE OF SERVICES

1. Public meetings other than those specified in this proposal.
2. Design of roadway improvements
3. Geotechnical Engineering
4. Formal Design of landscaping, irrigation, or hardscape (enhanced flatwork) facilities
5. Environmental services or permitting
6. Bid and Construction Phase services
7. Preparation of a Project Manual or any technical specifications
8. Design of noise abatement facilities
9. Design of public and franchised utility relocations
10. Preparing/submitting a Stormwater Pollution Prevention Plan (SWPPP)
11. Preparing property parcels for acquisition
12. Property acquisition or negotiations
13. Filing fees, permit fees
14. Investigation and preparation of any grant or funding agreements
15. Jurisdictional permitting of any kind
16. Coordination with FEMA, TCEQ, TxDOT, or Bell County other than items currently included in this proposal.
17. Preparation of an Environmental Assessment (EA).
18. Preparation of an Environmental Impact Statement (EIS).
19. Preparation, submission, and attendance of a Design Summary Report (DSR) and Design Concept Conference.
20. Preparation of any Utility Conflict Analysis and documentation of existing private utility ownership.
21. Coordination with any private utility company.

Any additional services required beyond those specifically identified in this proposal are excluded from the scope of services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplemental agreement.

Exhibit B – Bermuda Ditch Fee Summary

PROJECT TASK	PROJECT MANAGER	PROJECT ENGR III (PE)	STRUCTURAL ENGR (PE)	ET II	CADD/GIS TECH I	CONTRACT ADMIN	EXPENSES	TOTALS
BERMUDA DITCH REPAIR IMPROVEMENTS								
PROJECT MANAGEMENT								
Progress meetings, Reports, and Monthly Invoicing	10					2		\$2,490
Coordination and administration of work products	6							\$1,410
								\$0
Subtotal	16	0	0	0	0	2	\$ -	\$3,900
FIELD SURVEY								
Topo Survey							\$ 5,500.00	\$5,500
Subtotal	0	0	0	0	0	0	\$ 5,500.00	\$5,500
PS&E								
90% Plan Preparation	3			22	44			\$9,255
100% Plan Preparation	3			8	12			\$2,765
Structural Design			40	80	60		\$ 2,000.00	\$25,300
Cost Estimates (90%)	3	3						\$1,290
								\$0
Subtotal	9	3	40	110	116	0	\$ 2,000.00	\$38,610
TOTAL HOURS	29	3	40	110	116	2	316	
PERCENT OF TOTAL LABOR (hours)	9%	1%	13%	35%	37%	1%	100%	
TOTAL ESTIMATED FEE	\$ 6,815.00	\$ 585.00	\$ 8,400.00	\$ 12,650.00	\$ 11,020.00	\$ 140.00	\$ 7,500.00	\$48,950

CITY OF KILLEEN

PROJECT: BERMUDA DITCH IMPROVEMENTS -PRELIMINARY SCHEDULE

	2021				
	May	June	July	Aug	Sept
PROJECT TASKS					
SCOPE & FEE					
NTP					
PROJECT MANAGEMENT					
SURVEY					
STRUCTURAL ASSESSMENT					
PS&E PREPARATION					
QUANTITIES AND COST ESTIMATE					
INTERNAL QAQC					
CITY REVIEW (90% PS&E)					
ADDRESS CITY COMMENTS					
DELIVERABLE TO CITY					