



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDAS
MONDAY, JANUARY 9, 2017**

**City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159**

WORK SESSION – 6:30 P.M.

- 1. Call to Order**
- 2. Discuss Regular Session Agenda Items**
- 3. Capital Street Projects Update**
- 4. Discuss cancelling or rescheduling the February 20, 2017 city council meeting due to the President's Day Holiday and provide direction to staff.**
- 5. Adjourn**

REGULAR SESSION – 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

Citizens Public Comment Period for Posted Agenda Items- Each speaker will be allowed six (6) minutes to address the council on any item on the agenda except for Public Hearing items. Those wishing to speak shall submit a Speaker Request Form to the City Secretary.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council meeting minutes for December 19, 2016.
(City Secretary)**

REGULAR AGENDA-

2. **Discuss and consider approving a resolution authorizing the city manager to execute an Agreement for Professional Services with Halff Associates, Inc. for creation of a Wastewater Master Plan as approved in the FY2016-2017 Municipal Budget (City Manager)**
3. **Discuss and consider approving a resolution authorizing the city manager to execute Work Order Authorization No. 1 with HALFF Associates, Inc. for Professional Services on a Task Order basis for assistance with the city's Storm Water Management Plan (SWMP) as approved in the FY2016-2017 Municipal Budget (City Manager)**
4. **Discuss and consider approving a resolution authorizing the city manager to execute Work Order Authorization No. 2 with HALFF Associates, Inc. for General On-call Water and Wastewater Engineering Consultation Services as approved in the FY2016-2017 Municipal Budget (City Manager)**
5. **Receive Councilmember Reports/Items of Community Interest- as authorized by Section 551.0415 of the Texas Government Code.**
6. **Receive Citizen Comments – Citizens may speak 6 minutes each on any matter not on the agenda, other than personnel matters or matters under litigation. The council may not discuss these items, but may respond with factual data or policy information, or place the item on a future agenda. Those wishing to speak shall submit a Speaker Request Form to the City Secretary.**
7. **Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.**
8. **Executive Session**
 - A. **Council shall convene into a closed executive session pursuant to Sections 551.071 and 551.087 of the of the Texas Government Code to deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect, and to receive legal advice regarding the same [MG].**
 - B. **Council shall convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Alternate Municipal Court Judge.**
 - C. **Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation- Weaver loss claim.**

D. Council shall convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.

E. Council shall convene into a closed executive session pursuant to Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager.

9. Reconvene Open Session

A. Any action as a result of executive session regarding commercial or financial information the City has received from a business prospect and the offer of a financial or other incentive to a business prospect.

B. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Alternate Municipal Court Judge.

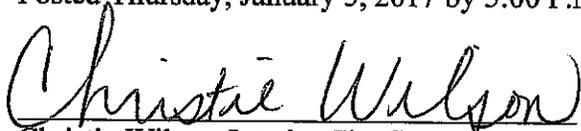
C. Any action as a result of executive session regarding pending or contemplated litigation- Weaver, loss claim.

D. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.

E. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager.

10. Adjourn

Posted Thursday, January 5, 2017 by 5:00 P.M.


Christie Wilson, Interim City Secretary



As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- Monday, January 16, 2017, City offices closed in observance of MLK Day.
- **Monday, February 6, 2017 is the next City Council meeting.**
- Monday, February 20, 2017, City offices closed in observance of President's Day.

Regular Session

Routine Announcements, Recognitions and Proclamations

Meeting Date: January 9, 2017

Item Description

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

Citizens Public Comment Period for Posted Agenda Items- Each speaker will be allowed six (6) minutes to address the council on any item on the agenda except for Public Hearing items. Those wishing to speak shall submit a Speaker Request Form to the City Secretary.

EXHIBITS

N/A

Consent Agenda Item: 1

Meeting Date: January 9, 2017

Item Description

Consider approving City Council meeting minutes for December 19, 2016. (City Secretary)

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

December 19, 2016 Work Session Meeting Minutes
December 19, 2016 Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
DECEMBER 19, 2016**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, December 19, 2016 at 6:30 p.m., at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, City Secretary Dara Crabtree, and Interim City Secretary Christie Wilson.

ITEM 1. STAFF UPDATES.

City Manager Stallings provided a copy of the proposed city secretary recruitment brochure to each council member and asked that they provide their comments to him by Thursday. He inquired whether council had any questions on either of the Consent Agenda items and there were none.

ITEM 2. DISCUSSION OF AGENDA ITEMS.

Director Ladis Barr addressed regular agenda **Item No. 3** concerning an amendment to the Zoning Ordinance that would increase the minimum square footage requirement for new dwellings by an additional 200 square feet. Various sections of the Code of Ordinances will be updated to reflect the increase. A new section included in the proposed ordinance provides for 2,400 minimum square foot for dwellings built on 2 acres or more in Agricultural Zoning Districts. The Planning and Zoning Commission recommended approval following their public hearing on December 13, 2016.

Item No. 4 on the agenda is regarding parkland dedication. Currently there are 9 parks in the city. Director Barr told the council this amendment will increase the park development fee to \$500 per new dwelling unit and allow for the expenditure of such funds to improve the existing parks within 5 miles of such development. This will only apply to new developments with 250 or more dwelling units. If a developer desires to build a park within the development, homeowner associations must maintain it. Further, the ordinance repeals the option for cash in lieu of land.

Director Barr told the council that the current ordinance regarding fireworks [agenda **Item No. 5**] is outdated and needs to be current per state law. This ordinance will allow fireworks buildings to be in the city as long as they are located within a planned development (PD) with Light Manufacturing zoning. The ordinance covers storage and selling, as well as the ability to transport. The ordinance will continue to prohibit fireworks from being discharged in the city. Director Barr presented some additional recommendations that council may want to include. Specifically, that the building must be a stand-alone building, building must have a sprinkler system installed, building must be a minimum of six thousand square feet, and the owner must provide \$20M liability insurance policy showing the city as additional insured. After considerable discussion, it was determined these recommendations should be included in the ordinance.

ITEM 3. EMPLOYEE RECOGNITION.

At this time, Mayor Childress recognized former city secretary Dara Crabtree for her service to the city of Seagoville and presented her with a plaque of appreciation. Ms. Crabtree has accepted a position with the city of Leander.

The work session was adjourned at 6:49 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Christie Wilson, Interim City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
DECEMBER 19, 2016**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:01 p.m. on Monday, December 19, 2016 at 6:30 p.m., at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, City Secretary Dara Crabtree, and Interim City Secretary Christie Wilson.

Invocation- Mayor Childress

Pledge of Allegiance

Mayor's Report- Mayor Childress stated this meeting is the last for 2016 and wished everyone a safe holiday.

Recognition of Visitors / Proclamations- Mr. Clarence Gilbert Massey

Presentations- Police Chief Ray Calverley presented a recognition award to Mr. and Mrs. James Sudduth for their generous contributions and support of the city, in particular the police department and animal shelter programs. Chief Calverley stated the funds donated by Mr. Sudduth to the police department were used to purchase 2 ballistic shields and helmets for every officer. He thanked Mr. Sudduth for his generosity and support. Mayor Childress read and presented a Proclamation recognizing the life of Mr. Massey to his wife. Several family members were present.

Citizens Public Comment Period- No speakers.

CONSENT AGENDA

- 1C. Consider approving City Council meeting minutes for December 5, 2016.
- 2C. Consider approving a Resolution authorizing the County of Dallas to resell tax foreclosed properties located at 318 Lakey Road, 320 Lakey Road and 322 Lakey Road, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

Motion to approve consent agenda- Magill; second by Epps; motion passed with all ayes.

REPORTS/RECOMMENDATIONS/REQUESTS

3. Conduct a public hearing, discuss and consider amending the Seagoville Zoning Ordinance, by amending the City of Seagoville Code of Ordinance, Zoning Ordinance, Chapter 25.02, "Zoning Ordinance", amending the following Sections to increase the minimum square footage requirements: Division 4 (R-1 Single Family Dwelling District Regulations), Section 25.02.063(i); Division 5 (R-2 Single Family Dwelling District Regulations), Section 25.02.083(i); Division 6 (R-3 Single Family Dwelling District Regulations), Section 25.02.103(i); Division 7 (R-4 Single Family Dwelling District Regulations), Section 25.02.123(i); Division 8 (R-5 Single Family Dwelling District Regulations), Section 25.02.153(i); Division 10 (D Duplex Dwelling District Regulations), Section 25.02.193(h); Division 11 (TH Townhouse District Regulations), Section 25.02.222(a); Division 12 (A Apartment Dwelling District Regulations), Section 25.02.253(i); and adopting a new Subsection in Division 24 (AG Agricultural District Regulations), under Section 25.02.583, to provide minimum square footage for dwellings located in Agricultural Districts; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense and providing an effective date. (Barr)

Mayor Childress opened and closed the public hearing at 7:15 p.m. with no one wishing to speak. With no discussion among the council members the following motion was made:

Motion to approve- Hernandez; second by Howard; motion passed with all ayes.

4. Discuss and consider an Ordinance amending the Code of Ordinances by amending Chapter 23, Subdivisions, Article 23.04, Public Sites and Open Places, Section 23.04.004, "Park Land and Public Facility Dedication", to provide that development of all park land must comply with Article 19.10 and 23.03 of the Seagoville Code of Ordinances; by increasing the Park Development Fee to \$500 per dwelling unit; providing that the requirement for dedication of park land applies to developments of at least two hundred and fifty (250) dwelling units; and repealing the provisions providing for cash-in-lieu of land; providing a severability clause; providing a savings clause; and providing an effective date. (Barr)

With no discussion among the council members the following motion was made:

Motion to approve- Howard; second by Magill; motion passed with all ayes.

5. Discuss and consider an Ordinance amending Chapter 9, Fire Prevention and Protection, Article 9.04, "Fireworks", of the Code of Ordinances by amending Subsection 9.04.001 (a) to prohibit the possession, use or discharge of fireworks within the city; amending Subsection 9.04.001 (b) to provide an exception for the

sale of fireworks on property zoned as Planned Development with Light Manufacturing uses; and adopting a new Subsection 9.04.001 (c) to provide an affirmative defense to the possession of fireworks for transporting fireworks in a motor vehicle; providing for a penalty of violation; providing for repealing, savings and severability clauses; providing for an effective date; and providing for the publication of the caption hereof (Barr)

Councilmember Hernandez advised he would like to include the additional recommendations for a minimum six thousand square foot, stand-alone building, and a sprinkler system as discussed in the work session. Councilmember Fruin added that he would like to *grandfather* the existing fireworks businesses [beyond the existing exemption]. City Attorney Allen confirmed to the council that this ordinance will apply to future planned developments. Also, that there will be Planning and Zoning and City Council review before approval of those development plans. It was noted that with a six thousand square foot building, the sprinkler requirement is automatic. There was considerable discussion regarding the \$20M liability insurance requirement. City Manager Stallings recommended the minimum requirements go into the ordinance.

Motion to approve with the additional minimum requirements of six thousand square foot stand-alone building, and a \$20M liability insurance showing the city as additional insured- Hernandez; second by Howard; motion passed with all ayes.

6. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.

Councilmember Epps voiced his appreciation to staff on the Riverview Project and the Woodhaven Project.

Councilmember Fruin thanked staff for the work done to resolve the S&L Automotive issue with soil wash out. He also thanked City Attorney Alexis Allen for the work she does for the city. All council agreed.

Lastly, Mayor Childress again thanked Dara Crabtree for her dedication to the council.

7. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.- No speakers.

8. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.

Councilmember Fruin asked staff to look into extending the city limits on Malloy Bridge Road toward Forney and Mesquite, and also the Trinity River area toward Ferris.

9. Adjourn- 7:36 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Christie Wilson, Interim City Secretary

Regular Agenda Item:2

Meeting Date: January 9, 2017

Item Description

This is the official contract with HALFF Associates, Inc., for the creation of a Wastewater Master Plan. If approved, the City Council will be authorizing the City Manager to sign the Agreement for Professional Engineering Services with HALFF Associates, Inc., for the creation of a Wastewater Master Plan.

BACKGROUND OF ISSUE:

The City of Seagoville is in need of a Wastewater Master Plan. The Wastewater Master Plan encompasses system mapping and capacity assessment. When completed, the Wastewater Master Plan will provide vital information such as an asset inventory, wastewater model development, model calibration, wastewater systems analysis and a final Master Plan with a recommended Capital Improvement Plan for Wastewater Services.

The Wastewater Master Plan is extremely important for cities that are experiencing growth and cities that are anticipating growth. Without a Wastewater Master Plan, it is extremely difficult to plan for future growth and wastewater service needs for the city.

The Wastewater Master Plan should be updated every five (5) years.

FINANCIAL IMPACT:

The Wastewater Master Plan was approved in the FY2016-2017 Water/Wastewater Budget for \$174,200.

EXHIBITS

- Exhibit A: Agreement with HALFF Associates, Inc.,
- Exhibit B: Resolution authorizing the City Manager to sign the Agreement for Professional Services with HALFF Associates, Inc., for the creation of a Wastewater Master Plan.



December 28, 2016
16.0239

Mr. Patrick Stallings
City Manager
City of Seagoville, Texas
702 North Highway 175
Seagoville, Texas 76426

RE: Engineering Services Fee Proposal – Wastewater System
Asset Inventory, Hydraulic Model and Master Plan

Dear Mr. Stallings

Halff Associates is pleased to provide this scope of services and fee proposal for a wastewater system asset inventory, hydraulic model and master plan. The asset inventory task will include creation of a GIS-based map and database of Seagoville’s collection system. Staff will have the ability to securely access and update these maps via standard web-based applications from any computer or mobile device with an internet connection. This function will allow staff to collect, store and find important information regarding system components, such as installation date (age), material, size, depth, and maintenance history. The project also includes the creation of a wastewater system hydraulic model and master plan. These tools will allow City staff to identify and prioritize needed improvements to the existing system and prepare for future growth and development.

The scope included in this proposal will provide Seagoville with several programs that were identified to be insufficient or undeveloped in the CMOM Phase 1 Quick Plan Summary prepared for North Texas Municipal Water District Regional Member Cities (December 2015). Specifically, this scope will provide Seagoville with the following elements expected to be required in the City’s CMOM program.

Program Category	Element	Sub-Element
M	System Mapping	Utilizes Unique Asset ID System
		Electronic Map Available to Field Crews
S	Capacity Assessment	Flow Monitoring Program
		Rainfall Monitoring
		Existing Dynamic Hydraulic Model
		Model Calibrated Using actual Flow Data
		Model Includes Future Growth Scenarios
		Wet Weather Capacity Problems Identified
		Dry Weather Capacity Problems Identified



The proposed project includes collecting field-data, updating the hydraulic model and calibrating the model based on field-collected information. After completing our analysis, we will provide a Master Plan Report to the City that documents our methods, assumptions, results, and estimated costs for recommended infrastructure.

The following fee summary is based on the attached scope of work and assumes all project tasks will be completed under a single contract in Seagoville's Fiscal Year 2017.

Fee Summary

A. Project Coordination and Field Investigation:	\$ 74,100
B. Asset Inventory and GIS Mapping	\$ 23,100
C. Wastewater Model Development	\$ 19,400
D. Model Calibration	\$ 7,200
E. Wastewater System Analysis	\$ 29,200
F. <u>Master Plan Report and CIP</u>	\$ 21,200
Total	\$ 174,200

Attached to this letter for your review and execution is an Agreement for Professional Services and Exhibit A, which includes the detailed scope of work, proposed fee, and schedule. If the items meet your approval, please execute the contract and return a copy to use as our notice to proceed.

Thank you once again for providing Halff the opportunity to perform another important project for Seagoville.

Sincerely,

A handwritten signature in black ink, appearing to read "J Melcher", is written over a horizontal line.

HALFF ASSOCIATES, INC.
Jayson Melcher, PE
Water Utilities Team Leader

Cc: Mr. Phil DeChant, Public Works Director

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Seagoville, Texas**, a **Home Rule City**, duly authorized to act by the **City Council** of said Client, hereinafter called "Client," and **Half Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

- 1. Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
- 2. Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a **Home Rule City**. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.
- 3. Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.
It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.
Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.
- 4. Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.
- 5. Termination of Work** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.
- 6. Ownership of Documents** - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable

under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

15. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

17. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

18. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

20. AGREED REMEDIES - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

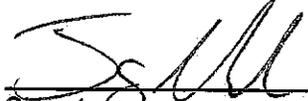
21. **WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CITY OF SEAGOVILLE, TEXAS

By:


Signature

By:

Signature

Jayson Melcher
Printed Name

Printed Name

Water Utilities Team Leader
Title

Title

December 28, 2016
Date

Date

EXHIBIT A
Scope of Professional Engineering Services
For
City of Seagoville, Texas
Wastewater Collection System Asset Inventory, Hydraulic Model and Master Plan Update
December 28, 2016

Proposed Scope of Work

A. Project Coordination and Field Investigation

1. Project Meetings – This task includes up to three meetings with City staff and a council briefing to present the project results.
2. Data Collection – Collect data and records from City staff and other available sources, including: current billing accounts, population estimates, population projections, historical water demands, construction plans for recent water system expansions, pump cut sheets and operating curves.
 - a. Includes up to two days of engineer field observation of critical system components, such as lift stations.
 - b. Includes up to four days of field survey to capture critical elevations of lift stations, force mains, and a sufficient number of manholes on large interceptors (30 estimated) to establish pipe slopes and depths.
3. Flowrate and Rainfall Monitoring
 - a. Perform temporary flow metering for 45 consecutive days to obtain dry-weather and wet-weather flowrates via electronic flowmeters inserted into 6 individual manholes spaced throughout the system.
 - b. Install monitors to measure rainfall for the duration of the flow monitoring period.

B. Asset Inventory and GIS Mapping

1. Initial GIS Database and Asset Inventory Development
 - a. Halff will create the initial enterprise GIS database using the City's existing GIS and CAD-based maps and a Unique Asset Inventory Identification system for mapped attributes.
 - b. Once the initial geodatabase has been created, the database design will be reviewed with the City. After the review, Halff will address the City's comments and then publish the map services for use with web maps and mobile applications.
2. Web Maps
 - a. Halff will develop two (2) web map applications with Esri's ArcGIS Application Programming Interface (API) for JavaScript. Web maps developed with the ArcGIS API for JavaScript can be accessed from a variety of standard modern web browsers that support HTML 5 and CSS3, for example Internet Explorer v9+, Firefox, Chrome, and Safari v3+. Web Maps based on JavaScript do not require the end user to install third party plug-ins. The standard web map platform includes the functionality to zoom, pan, toggle feature layers on and off, search by address, identify features, edit features, print, and view feature layer attribute tables. A

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variety of base map options will be available; including aerial imagery and street maps, and the user will be able to toggle between them.

1. Public Web Map – This web map will be deployed as a publicly available site at the City’s option. This site will display the basic information the City would like presented to the general public, but the end user will not be able to edit the data.
2. Secured Web Map – This web map will be deployed as a restricted site for use by the City staff only. Through this web map, City staff will be able to view all of their GIS data layers and make edits as needed.
3. Mobile GIS Application
 - a. Halff has developed an iPhone/iPad (iOS) application to support mobile GIS needs. The Halff GIS iOS App will be configured to support the City’s operational layers like the sewer system. The mobile GIS application will allow City staff to view asset information and collect new assets while in the field. Using the Halff App, the City will be able to collect additional assets that were not available during the initial data development process.
 - b. Halff will initially configure up to three mobile services for the City to use. If the City identifies additional mobile GIS needs, those services can be configured as well.
4. Role Based Security
 - a. Halff uses a role based security module to control access to the web maps and mobile GIS application. The City will have administration rights for the security module which allows for user account management. The designated administrator will have the ability to create, edit, and delete accounts as well as set the login role associated with the account and control which accounts have access to the mobile GIS application.
5. Training and Support
 - a. Halff will provide one day of on-site training for the City staff. This training session will cover the available datasets within the City’s GIS database, how to manage the security module, how to use the web maps, and how to use the mobile GIS application. Halff will also be available via telephone and email to answer the City’s questions.
6. Future GIS Planning
 - a. Halff will support the City with a GIS planning session to identify the goals and objectives the City has for the future expansion of their GIS system, which may include the implementation of a work order and asset management system.

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7. GIS Database and Web Map Hosting

- a. The web maps and GIS database developed for this project will be hosted on Halff's corporate servers which physically reside in Richardson, TX. Halff's IT department has a formal backup and disaster recovery plan in place which includes offsite virtualized servers, emergency power backup (short term and long term), and redundant internet connections. The hosting service includes server monitoring, security and user account administration, database administration, web map monitoring, and access to the Halff GIS iOS (iPhone/iPad) App.

C. Wastewater Model Development

1. Calculate domestic wastewater flowrates based on historic wastewater flowrates and future population projections. Develop daily flowrate pattern for use in extended period simulations based on results of flow monitoring program.
 - a. Future flowrates will be projected for increments generally corresponding with anticipated conditions in 2020, 2025, and 2035.
 - b. Peak wastewater flowrates will be developed by calculating approximate wet-weather flowrates resulting from inflow and infiltration into the system.
2. Build hydraulic model based on existing wastewater collection system. Input manhole elevations using the best available data.
3. Run and debug model.

D. Model Calibration

1. Calibrate the model to correlate to the collected data. The goal of calibration will be to achieve modeled results within 10 percent of measured results for at least 90 percent of the collected field data. If the calibration goal cannot be achieved within the amount of time budgeted for the task, then Halff will document the actual level of calibration and estimate the expected model error in the final report. Recommendations for additional field testing, if appropriate, will be made to improve future calibration efforts.

E. Wastewater System Analysis

1. Analyze the performance of the wastewater collection system under historical flowrates.
 - a. Identify any deficiencies in existing system components during dry-weather and wet-weather flows.
 - b. Analyze capacity upgrade options needed to address existing deficiencies.
2. Analyze the performance of the wastewater collection system under future peak hour, dry-weather flowrates and wet-weather flowrates.

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- a. Identify any deficiencies in the collection system components under future flowrate conditions.
- b. Analyze capacity upgrade options needed to address future deficiencies.

F. Master Plan Report

1. Prepare master plan report documenting the project approach, major assumptions, calibration level, results of model analyses, and appropriate recommendations. Identify and prioritize improvement needs to address existing deficiencies and provide capacity upgrades for future flowrates. In addition to figures and exhibits presented in the report, provide two 24"x36" color maps showing the recommended capacity improvements graphically.
2. Prepare Engineer's opinion of probable construction cost for the identified improvements.

Fee Summary

A. Project Coordination and Field Investigation:	\$ 74,100
B. Asset Inventory and GIS Mapping	\$ 23,100
C. Wastewater Model Development	\$ 19,400
D. Model Calibration	\$ 7,200
E. Wastewater System Analysis	\$ 29,200
F. <u>Master Plan Report and CIP</u>	<u>\$ 21,200</u>
Total	\$ 174,200

This project will be invoiced monthly on a **Lump Sum** basis. Direct expenses such as printing and other reprographics, delivery charges and vehicle mileage associated with the project are included in the lump sum budget.

Summary of Deliverables Provided as Part of This Scope

- Draft Master Plan Report
- Final Master Plan Report, incorporating review comments on the draft
- 24"x36" Color Maps (2)
- Updated GIS shapefiles of existing collection system

Schedule

It is Halff Associates' intention to commence professional services promptly following receipt of notice-to-proceed (NTP). Halff will perform its services in a timely manner with the understanding that the completion of many of the project tasks and milestones is contingent upon

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information, reviews or tasks provided by others beyond Halff Associates' reasonable control. We propose to submit our draft Master Plan Report within nine months of receiving the authorization to proceed. This schedule is dependent on the availability of information and weather patterns required to complete the scope of services and excludes time required for review by the City of Seagoville. The Contract for this scope of services will terminate upon submittal of the final Report and presentation of findings.

Services Not Included in this Scope of Services

- Condition assessment of infrastructure.
- CCTV Services.
- Design Services.
- Subsurface Utility Engineering.
- Analysis or modeling within the wastewater treatment plant
- The payment of fees and taxes (none expected).

Data Ownership

All GIS and hydraulic model data developed during this project shall be considered the property of the City of Seagoville. Upon request from the City, Halff will provide the GIS data developed under this contract in an ArcGIS file geodatabase format at no additional cost.

Assumptions

- The hydraulic model will end at the lift station of the wastewater treatment plant at the downstream end designated in the model as an outfall node. The treatment plant itself will not be included in the hydraulic model. This proposal includes pipelines 8 inches in diameter or larger.
- Manhole lid elevations in the model will be established based on a combination of 2010 TNRIS survey data and field survey data collected by Halff. Alternate topographical survey sources which are provided by Seagoville may be used at Halff's discretion.
- Field survey of manholes will be performed to verify the modeling assumptions made for pipeline depth, diameter, and slope. This proposal assumes 30 manholes will be surveyed.
- The City will provide Halff with available data requested for the completion of each task outlined in this scope.
- This scope includes 30 days of flow monitoring and assumes wet-weather storm events will occur within that time frame. If storm events do not occur, Halff will submit a contract amendment for additional flow monitoring.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 01-R-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PREPARING A WASTEWATER MASTER PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the preparation of a Wastewater Master Plan; and,

WHEREAS, Halff Associates, Inc. has provided a proposal for preparation of the Wastewater Master Plan in the amount of \$174,200; and,

WHEREAS, the preparation of a Wastewater Master Plan was approved in the FY2016-2017 Municipal Budget; and,

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Contract and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign an agreement with Halff Associates, Inc. for the preparation of a Wastewater Master Plan, in an amount not to exceed \$174,200 (one-hundred, seventy-four thousand, two-hundred dollars) which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 9th day of January, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis Allen, City Attorney

Regular Agenda Item: 3

Meeting Date: January 9, 2017

Item Description

If approved, the City Council authorizes the City Manager to sign all documents in relation to this Work Order Agreement with HALFF Associates, Inc., for Professional Services on a Task Order basis. This Work Order Agreement is for the FY2016-2017 Storm Water Management Plan (SWMP).

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with HALFF Associates, Inc., for assistance and management of the City's Storm Water Management Plan (SWMP). This Plan is mandated and inspected by the Texas Commission on Environmental Quality (TCEQ), and contains extensive requirements for municipalities to adhere to. HALFF Associates, Inc., was the original author of our initial Plan, therefore it is my recommendation that we continue contracting with them for this service.

FINANCIAL IMPACT:

The City Council approved the cost of this service in our FY2016-2017 Storm Water Budget. The proposed cost is \$29,400, and will be paid on a task order basis.

EXHIBITS

- Exhibit A: Work Order Agreement with HALFF Associates, Inc., for Professional Services on a task order basis.

- Exhibit B: A Resolution authorizing the City Manager to sign all documents in relation to this Work Order Agreement with HALFF Associates, Inc., for the FY2016-2017 Storm Water Management Plan (SWMP).



December 28, 2016

Mr. Patrick Stallings
City Manager
City of Seagoville, Texas
P.O. Box 369
702 N. Hwy 175
Seagoville, Texas 75159

RE: Agreement for Professional Services on a Task Order Basis.

Dear Mr. Stallings

Halff Associates is pleased to provide this Agreement for Professional Services on a Task Order Basis and two Work Order Authorizations for your review and approval.

Work Order Authorization #1 includes FY 2017 assistance with the City's stormwater management plan (SWMP). The proposed budget for these tasks is \$29,400.

Work Order Authorization #2 includes general, on-call consultation services in FY2017. The proposed budget for these tasks is \$26,000.

Attached to this letter of transmittal are two complete originals of the Agreement for Professional Services on a Work Order Basis. This agreement includes Exhibit A, which is Halff Associates' hourly rate schedule, and Exhibit B, which is a unit pricing schedule. Also attached are two originals of each Work Order Authorization. If these documents meet with your approval, please execute both copies of the Agreement and the Work Order Authorizations and return one original of each to us for our files.

We appreciate the opportunity to continue working for Seagoville. Please let me know if you have any questions or need any additional information.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J. Melcher", is written over the printed name.

Jayson Melcher, PE
Water Utilities Team Leader

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Seagoville, Texas** a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, consultation regarding general engineering issues, review of documentation, GIS services, database services, construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

3. Compensation of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on **Exhibit A**, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See **Exhibit B** for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

4. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

5. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

6. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby agree to indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing work for the Client.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained

by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

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15. Integration, Merger and Severability - This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Exclusivity of Remedies - The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

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18. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

INTENTIONALLY LEFT BLANK

20. Agreed Remedies - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

21. Waiver - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS

By:



Signature

By:

Signature

Jayson Melcher

Printed Name

Printed Name

Water Utilities Team Leader

Title

Title

December 28, 2016

Date

Date

EXHIBIT A
Half Associates
Range of Billing Rates
(rates good through 2017)

Class	Description	Min		Max
111	Civil-Gen-ASCE Grade 1	81.27	-	107.98
112	Civil-Gen-ASCE Grade 2	87.91	-	113.20
113	Civil-Gen-ASCE Grade 3	91.23	-	121.91
114	Civil-Gen-ASCE Grade 4	109.47	-	149.78
115	Civil-Gen-ASCE Grade 5	139.33	-	224.66
116	Civil-Gen-ASCE Grade 6	207.33	-	292.59
117	Civil-Gen-ASCE Grade 7	238.85	-	322.19
125	Civil-Env-ASCE Grade 5	179.13	-	188.09
132	Civil-Struct-ASCE Grade 2	99.52	-	104.50
133	Civil-Struct-ASCE Grade 3	102.01	-	135.19
134	Civil-Struct-ASCE Grade 4	131.03	-	141.07
136	Civil-Struct-ASCE Grade 6	238.85	-	250.79
143	Chemical Engr Grade 3	132.69	-	148.03
148	Chemical Engr Grade 8	305.19	-	330.90
151	Mechanical Engr Grade 1	125.39	-	131.66
152	Mechanical Engr Grade 2	100.35	-	121.91
153	Mechanical Engr Grade 3	118.59	-	139.33
154	Mechanical Engr Grade 4	106.15	-	121.91
155	Mechanical Engr Grade 5	149.28	-	192.01
156	Mechanical Engr Grade 6	281.89	-	295.98
157	Mechanical Engr Grade 7	261.40	-	274.47
162	Electrical Engr Grade 2	96.20	-	101.01
164	Electrical Engr Grade 4	118.59	-	153.26
165	Electrical Engr Grade 5	153.43	-	161.97
166	Electrical Engr Grade 6	212.31	-	222.92
167	Electrical Engr Grade 7	222.92	-	234.07
181	Landscape Arch Grade 1	69.66	-	73.15
182	Landscape Arch Grade 2	77.96	-	81.85
183	Landscape Arch Grade 3	77.96	-	148.03
184	Landscape Arch Grade 4	78.79	-	139.33
185	Landscape Arch Grade 5	147.62	-	182.87
192	Architect Grade 2	77.63	-	93.17
193	Architect Grade 3	92.88	-	142.81
194	Architect Grade 4	146.29	-	153.61
195	Architect Grade 5	189.09	-	198.54
196	Architect Grade 6	194.89	-	215.09
197	Architect Grade 7	273.68	-	287.36
212	Environ.Scient Level 2	75.47	-	104.50
213	Environ. Scient Level 3	102.01	-	120.17
214	Environ. Scient Level 4	114.45	-	174.16
215	Environ. Scient Level 5	184.94	-	194.19
221	GIS Entry Level	66.35	-	75.76
222	GIS Grade 2	73.81	-	77.50
223	GIS Grade 3	87.08	-	91.43
224	GIS Grade 4	92.06	-	112.33
225	GIS Grade 5	109.47	-	137.59
280	Land Planner	96.60	-	226.41
311	Draftsman-Civil Level 1	51.75	-	60.86
312	Draftsman-Civil Level 2	69.00	-	72.45
313	Draftsman-Civil Level 3	65.21	-	81.51
314	Draftsman-Civil Level 4	75.90	-	98.71
315	Draftsman-Civil Level 5	94.01	-	120.45

EXHIBIT A
Halff Associates
Range of Billing Rates
(rates good through 2017)

317	Technician-Civil Level 2	119.03	-	124.98
318	Designer-Civil	96.60	-	168.93
325	Draftsman-Environ Level 5	100.05	-	105.05
326	Tech-Environ Level 1	116.44	-	122.26
331	Draftsman-Struct Level 1	61.24	-	72.45
334	Draftsman-Struct Level 4	99.53	-	104.51
341	Draftsman Chem Grade 1	62.10	-	65.21
343	Draftsman Chem Grade 3	100.05	-	106.86
344	Draftsman Chem Grade 4	119.03	-	124.98
352	Draftsman-Mech Level 2	58.65	-	66.11
353	Draftsman-Mech Level 3	68.14	-	83.32
357	Mechanical Designer	84.59	-	171.55
367	Electrical Designer	56.06	-	86.94
377	Plumbing Designer	93.15	-	97.81
394	Computer Anim - Level 4	88.84	-	93.28
395	Computer Anim - Level 5	119.03	-	128.60
410	Rodman	48.30	-	85.13
420	Instrument Man	48.30	-	94.19
430	Party Chief	58.65	-	92.37
435	Survey Technician	62.10	-	106.86
440	Surveyor-In-Training SIT	72.45	-	92.37
445	Registered Prof Land Svyr	117.76	-	167.19
450	Survey Dept Head	167.52	-	175.90
460	Site Inspector	63.83	-	89.66
470	Utility Locator	55.20	-	65.21
472	SUE Tech 2/2-4 Yrs Exp	63.83	-	67.02
474	SUE Tech 3/4+ Yrs Exp	67.28	-	79.70
475	SUE Lead Tech 3	111.13	-	135.84
476	SUE Field Spvsr 1	91.43	-	96.00
478	SUE Field Spvsr 3	167.52	-	208.99
480	Utility Coordinator	98.69	-	121.91
530	Office Clerk	27.60	-	50.72
540	Facilities Manager	100.35	-	105.37
570	Receptionist	58.65	-	72.45
580	Secretary	51.75	-	98.71
620	Programmer	104.50	-	161.10
630	Systems Analyst	59.71	-	166.32
660	IT Support Mgr	144.30	-	191.57
670	IT Development Mgr	140.99	-	148.03
710	Engineer	53.48	-	57.96
740	Surveyor	29.33	-	30.79
750	Clerical	27.60	-	28.98
810	Right-Of-Way Specialists	74.64	-	208.12

EXHIBIT B -- UNIT PRICING SCHEDULE
December 28, 2016

Unit Code	Unit Description	Unit of Measure	\$ per Unit
REPRODUCTION			
BINDBK	Binding Booklets	Per Set	\$5.00
BINDPL	Binding Plans	Per Set	\$5.00
BLUEPR	Blacklines	Per Each	\$1.00
COPY1	Copies and Scans - Legal and Letter / B&W	Per Sheet	\$0.10
COPY2	Copies and Scans - Oversize (11x17) / B&W	Per Sheet	\$0.20
COPY3	Copies and Scans - Legal and Letter / Color	Per Sheet	\$0.75
COPY4	Copies and Scans - Oversize (11x17) / Color	Per Sheet	\$1.50
FCMNT	Foam Core Mount	Per Sq Ft	\$4.00
PLOT1	Plots - Full Size / B&W	Per Plot	\$1.00
PLOT2	Plots - Full Size / Color	Per Plot	\$15.00
PLTCSF	Plots - Color - Sq Ft	Per Sq Ft	\$2.50
PLTBSF	Plots - B&W - Sq Ft	Per Sq Ft	\$0.15
ENVIRONMENTAL			
ATV	All Terrain Vehicle	Per Day	\$35.00
AUGER	Hand Auger	Per Day	\$15.00
BOAT	Boat Rental	Per Day	\$50.00
CLWSMP	Colliwasa Samplers	Per Each	\$10.00
DB	Disposable Bailers (0.75" and 2")	Per Each	\$8.00
DIP	Dual Interphase Probe (for free product measuring)	Per Day	\$25.00
DPB	Disposable Pressure Bailers (2")	Per Each	\$15.00
ENSVY	Environmental Survey Equipment (for Gradient/Elevation)	Per Day	\$100.00
MICRON	10 Micron Filters (for Low Flow Sampling - Metal)	Per Each	\$20.00
OVM	Organic Vapor Meter (OVM)	Per Day	\$75.00
PROXRS	PROXRS Receiver	Per Hour	\$20.00
SED	Sediment / Sludge Sampler	Per Day	\$45.00
SILICN	Silicon Tubing (for Low Flow Sampling)	Per Foot	\$2.00
TEFLON	Teflon Tubing (for Low Flow Sampling)	Per Foot	\$1.00
WLI	Water Level Indicator	Per Day	\$15.00
SURVEY			
ATV	All Terrain Vehicle	Per Day	\$35.00
BOAT	Boat Rental	Per Day	\$50.00
GATOR	John Deere Gator - Laser Scanner	Per Day	\$100.00
GPS	GPS Survey Equipment	Per Hour	\$36.00
GPSHH	GPS Survey Equipment Hand Held	Per Day	\$20.00
MON1	Small Brass Markers; Type I Survey Monuments	Per Each	\$55.00
MON2	Survey Monumentation; Type II R-O-W Markers	Per Each	\$220.00
MON3	Survey Monumentation; Type III GPS Markers	Per Each	\$220.00
PROXRS	PROXRS Receiver	Per Hour	\$20.00
SECCHI	Secchi Disk	Per Day	\$10.00
SUE			
ATV	All Terrain Vehicle	Per Day	\$35.00
GPS	GPS Survey Equipment	Per Hour	\$36.00
GPSHH	GPS Survey Equipment Hand Held	Per Day	\$20.00
M*DV	Mileage Rate for Mobilization / Demobilization of the Designating Vehicle	Per Mile	\$2.68
MI*SVY	Mileage Rate for Mobilization / Demobilization of a Survey Truck	Per Mile	\$2.68
MI*TCV	Mileage Rate for Mobilization / Demobilization of a Traffic Control Vehicle	Per Mile	\$2.68
MI*VE	Mileage Rate for Mobilization / Demobilization of the Vacuum Excavating Vehicle	Per Mile	\$5.68
VAC*HD	Heavy Duty Vacuum Excavation Truck	Per Hour	\$100.00
VACTRK	Vacuum Truck Charge	Per Hour	\$75.00
OTHER			
CD	Burn CD / DVD	Per Each	\$10.00
DELIV1	Delivery / Courier in Area	Per Delivery	\$15.00
DELIV2	Delivery / Courier Out of Area	Per Delivery	\$40.00
EMILES	Unit Based Miles for eExpense	Per Mile	\$0.56 *
DIS1	Digital Imaging Server	Per Day	\$75.00
DIS2	Digital Imaging Server	Per Day	\$150.00
DIS3	Digital Imaging Server	Per Day	\$300.00
GISPEN	GIS Digital Map Pen	Per Day	\$30.00
MISC	Miscellaneous	Per Unit	\$1.00
RF4	RF4 Realflow Software	Per Day	\$100.00
POSTGE	Postage	Per Ounce	\$0.49 **

* or current IRS rate

** or current USPS rate

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Work Order Authorization No. 1
FY 2017 Seagoville SWMP Implementation Assistance
December 28, 2016

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated October 1, 2016, between Halff Associates and the City of Seagoville.

Scope of Work:	<p><u>Task # 1 – Meetings</u></p> <ol style="list-style-type: none"> 1. Council Presentation - Provide an update of Seagoville’s stormwater management plan to City Council. 2. Staff Meetings – Lead up to three (3) meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress. <p><u>Task # 2 – General Coordination, BMP Assistance and Review</u> Typical effort in this task may include:</p> <ol style="list-style-type: none"> 1. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings. 2. Assist in development of public education and outreach materials 3. Develop/review required Standard Operating Procedures (SOPs) <ul style="list-style-type: none"> - Track, inspect and eliminate illicit discharges, including tracking log (BMP 2.5) - Dry-weather screening inspections of outfalls (BMP 2.7) - Locate and correct leaking OSSFs (BMP 2.8) - Response to construction site reports (BMP 3.5) - O&M of structural stormwater controls (BMP 4.3) 4. MS4 Map Updates <ul style="list-style-type: none"> - Compile relevant data from existing records. - Update MS4 Map in GIS and provide hard copy maps. 5. Task #4 – MCM 5, Municipal Operations Pollution Prevention <ul style="list-style-type: none"> - Inventory Municipal Facilities (BMP 5.2) - Evaluate Municipal O&M Activities (BMP 5.3)
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City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<p><u>Task #3 – Prepare Annual Report</u></p> <p>1. Prepare Annual Report for FY 2016 – Year 2 of the 2013 MS4 permit. This report will document stormwater management activities conducted between October 1, 2015 and September 30, 2016.</p>										
Deliverables:	<p>1. Updated MS4 Map</p> <p>2. Standard Operating Procedures</p> <p>3. Municipal Operations Pollution Prevention Documents</p> <p>4. Annual Report for 2015-2016</p>										
Items Furnished by Town:	<p>1. Records, logs, documentation of stormwater activities performed.</p>										
Schedule:	<p>Complete by September 30, 2017.</p>										
Fees:	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Task #1:</td> <td style="text-align: right;">\$ 8,000</td> </tr> <tr> <td>Task #2:</td> <td style="text-align: right;">\$ 17,000</td> </tr> <tr> <td>Task #3:</td> <td style="text-align: right;">\$ 4,000</td> </tr> <tr> <td><u>Reimbursable Expenses</u></td> <td style="text-align: right;"><u>\$ 400</u></td> </tr> <tr> <td>Work Order #1 Total:</td> <td style="text-align: right;">\$ 29,400</td> </tr> </table>	Task #1:	\$ 8,000	Task #2:	\$ 17,000	Task #3:	\$ 4,000	<u>Reimbursable Expenses</u>	<u>\$ 400</u>	Work Order #1 Total:	\$ 29,400
Task #1:	\$ 8,000										
Task #2:	\$ 17,000										
Task #3:	\$ 4,000										
<u>Reimbursable Expenses</u>	<u>\$ 400</u>										
Work Order #1 Total:	\$ 29,400										

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

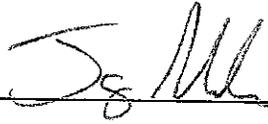
Submitted:

HALFF ASSOCIATES, INC.

Approved:

CITY OF SEAGOVILLE, TEXAS

By:



Signature

By:

Signature

Jayson Melcher, PE

Printed Name

Printed Name

Water Utilities Team Leader

Title

Title

December 28, 2016

Date

Date

City of Seagoville, Texas
 Work Order Authorization Agreement
 For
 Professional Engineering Services with Halff Associates, Inc.

Work Order Authorization No. 2
 General Engineering Consultation
 December 28, 2016

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the Agreement for Professional Engineering Services on a Work Order Basis (Agreement), dated December 28, 2016, between Halff Associates and the City of Seagoville. This includes services rendered between October 1, 2016 and the date of this agreement, which have not yet been invoiced to the City.

Scope of Work:	Provide general engineering consultation to Seagoville in FY 2017 at City's request.
Items Furnished by Seagoville:	As Requested
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Work Order #2 Total: \$ 26,000

Submitted:
 HALFF ASSOCIATES, INC.

Approved:
 CITY OF SEAGOVILLE, TEXAS

By: 
 Signature

By: _____
 Signature

Jayson Melcher, PE
 Printed Name

 Printed Name

Water Utilities Team Leader
 Title

 Title

December 28, 2016
 Date

 Date

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 02-R-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE WORK ORDER AUTHORIZATION NO. 1 WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES ON A TASK ORDER BASIS TO ASSIST WITH THE CITY'S STORMWATER MANAGEMENT PLAN (SWMP); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for assistance with the City's Storm Water Management Plan (SWMP); and,

WHEREAS, Halff Associates, Inc. has provided a proposal for assistance with the City's Storm Water Management Plan (SWMP) in the amount of \$29,400; and,

WHEREAS, the funding for this Agreement was approved in the FY2016-2017 Storm Water budget and will be paid on a task order basis; and,

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Agreement including Work Order Authorization No. 1, and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign an Agreement with Halff Associates, Inc. in an amount not to exceed \$29,400 (twenty-nine thousand, four-hundred dollars), which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 9th day of January, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis Allen, City Attorney

Regular Agenda Item:4

Meeting Date: January 9, 2017

Item Description

If approved, the City Council authorizes the City Manager to sign all documents in relation to this Work Order Agreement with HALFF Associates, Inc., for general on-call water and wastewater engineering consultation services in FY2016-2017.

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point, however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item, will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of water and wastewater services to ensure that we make the best possible decisions for or residents, businesses and visitors to our community.

FINANCIAL IMPACT:

The City Council approved the cost of this service in our FY2016-2017 Water and Wastewater Budget. The proposed cost is \$26,000, and will be paid on a task order basis.

EXHIBITS

- Exhibit A: Work Order Agreement with HALFF Associates, Inc., for general on-call professional services regarding water and wastewater engineering.
- Exhibit B: A Resolution authorizing the City Manager to sign all documents in relation to the Work Order Agreement with HALFF Associates, Inc., for on-call water and wastewater engineering consultation services in FY2016-2017.



December 28, 2016

Mr. Patrick Stallings
City Manager
City of Seagoville, Texas
P.O. Box 369
702 N. Hwy 175
Seagoville, Texas 75159

RE: Agreement for Professional Services on a Task Order Basis.

Dear Mr. Stallings

Halff Associates is pleased to provide this Agreement for Professional Services on a Task Order Basis and two Work Order Authorizations for your review and approval.

Work Order Authorization #1 includes FY 2017 assistance with the City's stormwater management plan (SWMP). The proposed budget for these tasks is \$29,400.

Work Order Authorization #2 includes general, on-call consultation services in FY2017. The proposed budget for these tasks is \$26,000.

Attached to this letter of transmittal are two complete originals of the Agreement for Professional Services on a Work Order Basis. This agreement includes Exhibit A, which is Halff Associates' hourly rate schedule, and Exhibit B, which is a unit pricing schedule. Also attached are two originals of each Work Order Authorization. If these documents meet with your approval, please execute both copies of the Agreement and the Work Order Authorizations and return one original of each to us for our files.

We appreciate the opportunity to continue working for Seagoville. Please let me know if you have any questions or need any additional information.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J. Melcher", is written over the company name.

Jayson Melcher, PE
Water Utilities Team Leader

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville, Texas a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, consultation regarding general engineering issues, review of documentation, GIS services, database services, construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

3. Compensation of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

4. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

5. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

6. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby agree to indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing work for the Client.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained

by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

15. Integration, Merger and Severability – This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

17. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

18. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

INTENTIONALLY LEFT BLANK

20. Agreed Remedies - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

21. **Waiver** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS

By: 
Signature

By: _____
Signature

Jayson Melcher
Printed Name

Printed Name

Water Utilities Team Leader
Title

Title

December 28, 2016
Date

Date

EXHIBIT A
Halff Associates
Range of Billing Rates
(rates good through 2017)

Class	Description	Min		Max
111	Civil-Gen-ASCE Grade 1	81.27	-	107.98
112	Civil-Gen-ASCE Grade 2	87.91	-	113.20
113	Civil-Gen-ASCE Grade 3	91.23	-	121.91
114	Civil-Gen-ASCE Grade 4	109.47	-	149.78
115	Civil-Gen-ASCE Grade 5	139.33	-	224.66
116	Civil-Gen-ASCE Grade 6	207.33	-	292.59
117	Civil-Gen-ASCE Grade 7	238.85	-	322.19
125	Civil-Env-ASCE Grade 5	179.13	-	188.09
132	Civil-Struct-ASCE Grade 2	99.52	-	104.50
133	Civil-Struct-ASCE Grade 3	102.01	-	135.19
134	Civil-Struct-ASCE Grade 4	131.03	-	141.07
136	Civil-Struct-ASCE Grade 6	238.85	-	250.79
143	Chemical Engr Grade 3	132.69	-	148.03
148	Chemical Engr Grade 8	305.19	-	330.90
151	Mechanical Engr Grade 1	125.39	-	131.66
152	Mechanical Engr Grade 2	100.35	-	121.91
153	Mechanical Engr Grade 3	118.59	-	139.33
154	Mechanical Engr Grade 4	106.15	-	121.91
155	Mechanical Engr Grade 5	149.28	-	192.01
156	Mechanical Engr Grade 6	281.89	-	295.98
157	Mechanical Engr Grade 7	261.40	-	274.47
162	Electrical Engr Grade 2	96.20	-	101.01
164	Electrical Engr Grade 4	118.59	-	153.26
165	Electrical Engr Grade 5	153.43	-	161.97
166	Electrical Engr Grade 6	212.31	-	222.92
167	Electrical Engr Grade 7	222.92	-	234.07
181	Landscape Arch Grade 1	69.66	-	73.15
182	Landscape Arch Grade 2	77.96	-	81.85
183	Landscape Arch Grade 3	77.96	-	148.03
184	Landscape Arch Grade 4	78.79	-	139.33
185	Landscape Arch Grade 5	147.62	-	182.87
192	Architect Grade 2	77.63	-	93.17
193	Architect Grade 3	92.88	-	142.81
194	Architect Grade 4	146.29	-	153.61
195	Architect Grade 5	189.09	-	198.54
196	Architect Grade 6	194.89	-	215.09
197	Architect Grade 7	273.68	-	287.36
212	Environ.Scient Level 2	75.47	-	104.50
213	Environ. Scient Level 3	102.01	-	120.17
214	Environ. Scient Level 4	114.45	-	174.16
215	Environ. Scient Level 5	184.94	-	194.19
221	GIS Entry Level	66.35	-	75.76
222	GIS Grade 2	73.81	-	77.50
223	GIS Grade 3	87.08	-	91.43
224	GIS Grade 4	92.06	-	112.33
225	GIS Grade 5	109.47	-	137.59
280	Land Planner	96.60	-	226.41
311	Draftsman-Civil Level 1	51.75	-	60.86
312	Draftsman-Civil Level 2	69.00	-	72.45
313	Draftsman-Civil Level 3	65.21	-	81.51
314	Draftsman-Civil Level 4	75.90	-	98.71
315	Draftsman-Civil Level 5	94.01	-	120.45

EXHIBIT A
Half Associates
Range of Billing Rates
(rates good through 2017)

317	Technician-Civil Level 2	119.03	-	124.98
318	Designer-Civil	96.60	-	168.93
325	Draftsman-Environ Level 5	100.05	-	105.05
326	Tech-Environ Level 1	116.44	-	122.26
331	Draftsman-Struct Level 1	61.24	-	72.45
334	Draftsman-Struct Level 4	99.53	-	104.51
341	Draftsman Chem Grade 1	62.10	-	65.21
343	Draftsman Chem Grade 3	100.05	-	106.86
344	Draftsman Chem Grade 4	119.03	-	124.98
352	Draftsman-Mech Level 2	58.65	-	66.11
353	Draftsman-Mech Level 3	68.14	-	83.32
357	Mechanical Designer	84.59	-	171.55
367	Electrical Designer	56.06	-	86.94
377	Plumbing Designer	93.15	-	97.81
394	Computer Anim - Level 4	88.84	-	93.28
395	Computer Anim - Level 5	119.03	-	128.60
410	Rodman	48.30	-	85.13
420	Instrument Man	48.30	-	94.19
430	Party Chief	58.65	-	92.37
435	Survey Technician	62.10	-	106.86
440	Surveyor-In-Training SIT	72.45	-	92.37
445	Registered Prof Land Svyr	117.76	-	167.19
450	Survey Dept Head	167.52	-	175.90
460	Site Inspector	63.83	-	89.66
470	Utility Locator	55.20	-	65.21
472	SUE Tech 2/2-4 Yrs Exp	63.83	-	67.02
474	SUE Tech 3/4+ Yrs Exp	67.28	-	79.70
475	SUE Lead Tech 3	111.13	-	135.84
476	SUE Field Spvrs 1	91.43	-	96.00
478	SUE Field Spvrs 3	167.52	-	208.99
480	Utility Coordinator	98.69	-	121.91
530	Office Clerk	27.60	-	50.72
540	Facilities Manager	100.35	-	105.37
570	Receptionist	58.65	-	72.45
580	Secretary	51.75	-	98.71
620	Programmer	104.50	-	161.10
630	Systems Analyst	59.71	-	166.32
660	IT Support Mgr	144.30	-	191.57
670	IT Development Mgr	140.99	-	148.03
710	Engineer	53.48	-	57.96
740	Surveyor	29.33	-	30.79
750	Clerical	27.60	-	28.98
810	Right-Of-Way Specialists	74.64	-	208.12

EXHIBIT B -- UNIT PRICING SCHEDULE
December 28, 2016

Unit Code	Unit Description	Unit of Measure	\$ per Unit
REPRODUCTION			
BINDBK	Binding Booklets	Per Set	\$5.00
BINDPL	Binding Plans	Per Set	\$5.00
BLUEPR	Blacklines	Per Each	\$1.00
COPY1	Copies and Scans – Legal and Letter / B&W	Per Sheet	\$0.10
COPY2	Copies and Scans – Oversize (11x17) / B&W	Per Sheet	\$0.20
COPY3	Copies and Scans – Legal and Letter / Color	Per Sheet	\$0.75
COPY4	Copies and Scans – Oversize (11x17) / Color	Per Sheet	\$1.50
FCMNT	Foam Core Mount	Per Sq Ft	\$4.00
PLOT1	Plots – Full Size / B&W	Per Plot	\$1.00
PLOT2	Plots – Full Size / Color	Per Plot	\$15.00
PLTCSF	Plots – Color – Sq Ft	Per Sq Ft	\$2.50
PLTBSF	Plots – B&W – Sq Ft	Per Sq Ft	\$0.15
ENVIRONMENTAL			
ATV	All Terrain Vehicle	Per Day	\$35.00
AUGER	Hand Auger	Per Day	\$15.00
BOAT	Boat Rental	Per Day	\$50.00
CLWSMP	Colliwasa Samplers	Per Each	\$10.00
DB	Disposable Bailers (0.75" and 2")	Per Each	\$8.00
DIP	Dual Interphase Probe (for free product measuring)	Per Day	\$25.00
DPB	Disposable Pressure Bailers (2")	Per Each	\$15.00
ENVSUY	Environmental Survey Equipment (for Gradient/Elevation)	Per Day	\$100.00
MICRON	10 Micron Filters (for Low Flow Sampling – Metal)	Per Each	\$20.00
OVM	Organic Vapor Meter (OVM)	Per Day	\$75.00
PROXRS	PROXRS Receiver	Per Hour	\$20.00
SED	Sediment / Sludge Sampler	Per Day	\$45.00
SILICN	Silicon Tubing (for Low Flow Sampling)	Per Foot	\$2.00
TEFLON	Teflon Tubing (for Low Flow Sampling)	Per Foot	\$1.00
WLI	Water Level Indicator	Per Day	\$15.00
SURVEY			
ATV	All Terrain Vehicle	Per Day	\$35.00
BOAT	Boat Rental	Per Day	\$50.00
GATOR	John Deere Gator – Laser Scanner	Per Day	\$100.00
GPS	GPS Survey Equipment	Per Hour	\$36.00
GPSHH	GPS Survey Equipment Hand Held	Per Day	\$20.00
MON1	Small Brass Markers; Type I Survey Monuments	Per Each	\$55.00
MON2	Survey Monumentation; Type II R-O-W Markers	Per Each	\$220.00
MON3	Survey Monumentation; Type III GPS Markers	Per Each	\$220.00
PROXRS	PROXRS Receiver	Per Hour	\$20.00
SECCHI	Secchi Disk	Per Day	\$10.00
SUE			
ATV	All Terrain Vehicle	Per Day	\$35.00
GPS	GPS Survey Equipment	Per Hour	\$36.00
GPSHH	GPS Survey Equipment Hand Held	Per Day	\$20.00
M*DV	Mileage Rate for Mobilization / Demobilization of the Designating Vehicle	Per Mile	\$2.68
MI*SVY	Mileage Rate for Mobilization / Demobilization of a Survey Truck	Per Mile	\$2.68
MI*TCV	Mileage Rate for Mobilization / Demobilization of a Traffic Control Vehicle	Per Mile	\$2.68
MI*VE	Mileage Rate for Mobilization / Demobilization of the Vacuum Excavating Vehicle	Per Mile	\$5.68
VAC*HD	Heavy Duty Vacuum Excavation Truck	Per Hour	\$100.00
VACTRK	Vacuum Truck Charge	Per Hour	\$75.00
OTHER			
CD	Burn CD / DVD	Per Each	\$10.00
DELIV1	Delivery / Courier in Area	Per Delivery	\$15.00
DELIV2	Delivery / Courier Out of Area	Per Delivery	\$40.00
EMILES	Unit Based Miles for eExpense	Per Mile	\$0.56 *
DIS1	Digital Imaging Server	Per Day	\$75.00
DIS2	Digital Imaging Server	Per Day	\$150.00
DIS3	Digital Imaging Server	Per Day	\$300.00
GISPEN	GIS Digital Map Pen	Per Day	\$30.00
MISC	Miscellaneous	Per Unit	\$1.00
RF4	RF4 Realflow Software	Per Day	\$100.00
POSTGE	Postage	Per Ounce	\$0.49 **

* or current IRS rate

** or current USPS rate

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Work Order Authorization No. 1
FY 2017 Seagoville SWMP Implementation Assistance
December 28, 2016

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated October 1, 2016, between Halff Associates and the City of Seagoville.

Scope of Work:	<p><u>Task # 1 – Meetings</u></p> <ol style="list-style-type: none">1. Council Presentation - Provide an update of Seagoville’s stormwater management plan to City Council.2. Staff Meetings – Lead up to three (3) meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress. <p><u>Task # 2 – General Coordination, BMP Assistance and Review</u></p> <p>Typical effort in this task may include:</p> <ol style="list-style-type: none">1. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings.2. Assist in development of public education and outreach materials3. Develop/review required Standard Operating Procedures (SOPs)<ul style="list-style-type: none">- Track, inspect and eliminate illicit discharges, including tracking log (BMP 2.5)- Dry-weather screening inspections of outfalls (BMP 2.7)- Locate and correct leaking OSSFs (BMP 2.8)- Response to construction site reports (BMP 3.5)- O&M of structural stormwater controls (BMP 4.3)4. MS4 Map Updates<ul style="list-style-type: none">- Compile relevant data from existing records.- Update MS4 Map in GIS and provide hard copy maps.5. Task #4 – MCM 5, Municipal Operations Pollution Prevention<ul style="list-style-type: none">- Inventory Municipal Facilities (BMP 5.2)- Evaluate Municipal O&M Activities (BMP 5.3)
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City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<p><u>Task #3 – Prepare Annual Report</u></p> <p>1. Prepare Annual Report for FY 2016 – Year 2 of the 2013 MS4 permit. This report will document stormwater management activities conducted between October 1, 2015 and September 30, 2016.</p>										
Deliverables:	<p>1. Updated MS4 Map</p> <p>2. Standard Operating Procedures</p> <p>3. Municipal Operations Pollution Prevention Documents</p> <p>4. Annual Report for 2015-2016</p>										
Items Furnished by Town:	<p>1. Records, logs, documentation of stormwater activities performed.</p>										
Schedule:	<p>Complete by September 30, 2017.</p>										
Fees:	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Task #1:</td> <td style="text-align: right;">\$ 8,000</td> </tr> <tr> <td>Task #2:</td> <td style="text-align: right;">\$ 17,000</td> </tr> <tr> <td>Task #3:</td> <td style="text-align: right;">\$ 4,000</td> </tr> <tr> <td><u>Reimbursable Expenses</u></td> <td style="text-align: right;"><u>\$ 400</u></td> </tr> <tr> <td>Work Order #1 Total:</td> <td style="text-align: right;">\$ 29,400</td> </tr> </table>	Task #1:	\$ 8,000	Task #2:	\$ 17,000	Task #3:	\$ 4,000	<u>Reimbursable Expenses</u>	<u>\$ 400</u>	Work Order #1 Total:	\$ 29,400
Task #1:	\$ 8,000										
Task #2:	\$ 17,000										
Task #3:	\$ 4,000										
<u>Reimbursable Expenses</u>	<u>\$ 400</u>										
Work Order #1 Total:	\$ 29,400										

**City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

Submitted:

HALFF ASSOCIATES, INC.

Approved:

CITY OF SEAGOVILLE, TEXAS

By:



Signature

By:

Signature

Jayson Melcher, PE

Printed Name

Printed Name

Water Utilities Team Leader

Title

Title

December 28, 2016

Date

Date

City of Seagoville, Texas
 Work Order Authorization Agreement
 For
 Professional Engineering Services with Halff Associates, Inc.

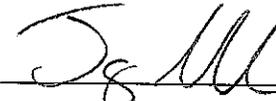
Work Order Authorization No. 2
General Engineering Consultation
December 28, 2016

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated December 28, 2016, between Halff Associates and the City of Seagoville. This includes services rendered between October 1, 2016 and the date of this agreement, which have not yet been invoiced to the City.

Scope of Work:	Provide general engineering consultation to Seagoville in FY 2017 at City's request.
Items Furnished by Seagoville:	As Requested
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Work Order #2 Total: \$ 26,000

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
 Signature

By: _____
 Signature

Jayson Melcher, PE
 Printed Name

 Printed Name

Water Utilities Team Leader
 Title

 Title

December 28, 2016
 Date

 Date

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 03-R-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE WORK ORDER AUTHORIZATION NO. 2 WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES ON A TASK ORDER BASIS FOR GENERAL ON-CALL WATER AND WASTEWATER ENGINEERING CONSULTATION SERVICES); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for general on-call water and wastewater engineering consultation services; and,

WHEREAS, Halff Associates, Inc. has provided a proposal for general on-call water and wastewater engineering consultation services in the amount of \$26,000; and,

WHEREAS, the funding for this Agreement was approved in the FY2016-2017 Water and Wastewater budget and will be paid on a task order basis; and,

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Agreement including Work Order Authorization No. 2, and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign an Agreement with Halff Associates, Inc. in an amount not to exceed \$26,000 (twenty-six thousand dollars), which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 9th day of January, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis Allen, City Attorney

Regular Session Agenda Item: 5

Meeting Date: January 9, 2017

Item Description

Receive Councilmember Reports/Items of Community Interest

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 6

Meeting Date: January 9, 2017

Item Description

Receive Citizen Comments – for subject matter NOT on the agenda.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 7

Meeting Date: January 9, 2017

Item Description

Future Agenda Items

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 8

Meeting Date: January 9, 2017

Item Description

A. Council shall convene into a closed executive session pursuant to Sections 551.071 and 551.087 of the of the Texas Government Code to deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect, and to receive legal advice regarding the same [MG].

B. Council shall convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Alternate Municipal Court Judge.

C. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation- Weaver loss claim.

D. Council shall convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.

E. Council shall convene into a closed executive session pursuant to Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 9

Meeting Date: January 9, 2017

Item Description

Reconvene Open Session

- A. Any action as a result of executive session regarding commercial or financial information the City has received from a business prospect and the offer of a financial or other incentive to a business prospect.**

- B. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Alternate Municipal Court Judge.**

- C. Any action as a result of executive session regarding pending or contemplated litigation- Weaver, loss claim.**

- D. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.**

- E. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager.**