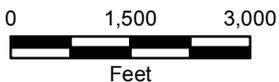
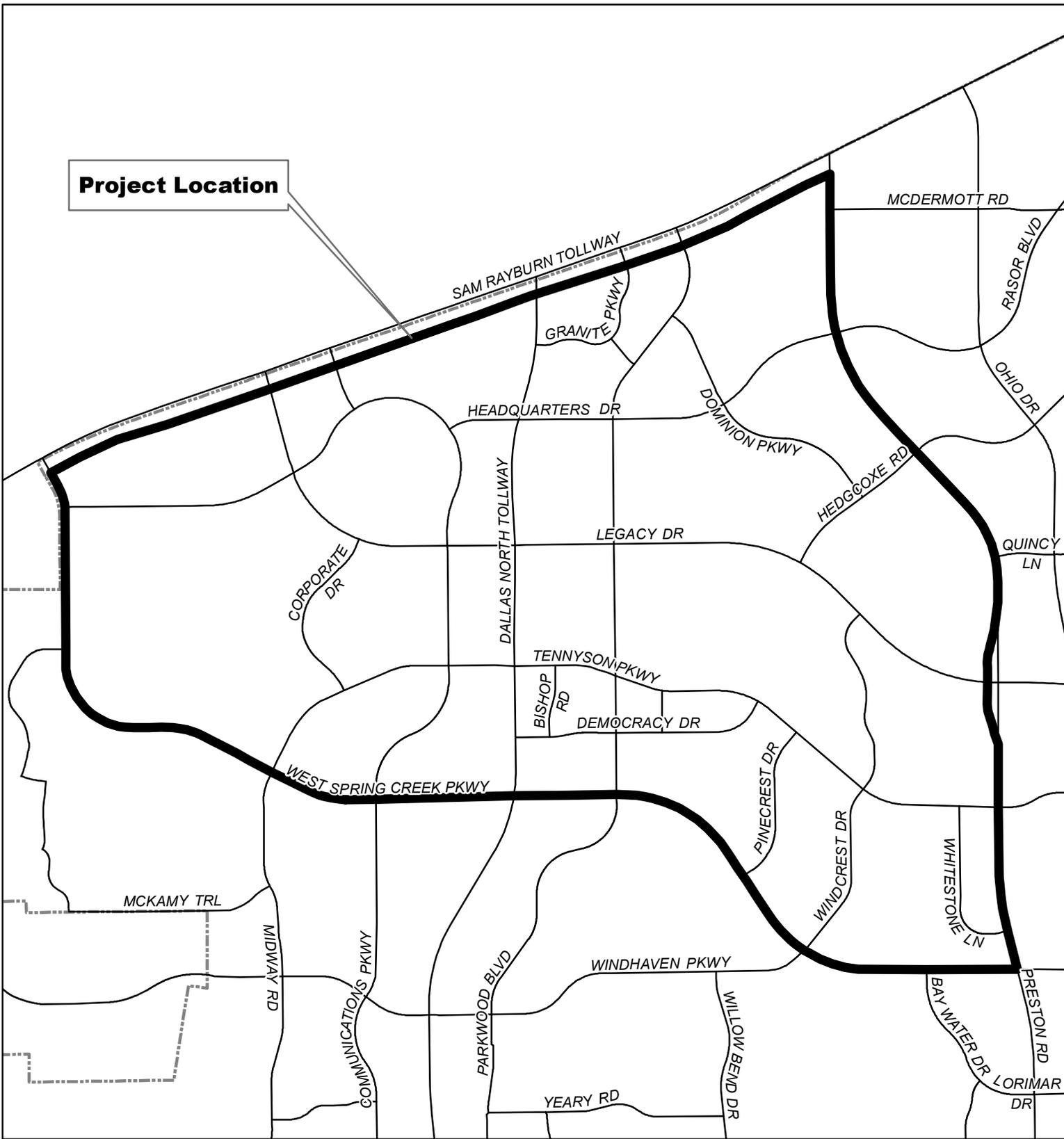




**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY														
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory														
Council Meeting Date:		10/26/15												
Department:		Engineering												
Department Head:		B. Caleb Thornhill, PE												
Agenda Coordinator (include phone #):			Kathline Schonne 7198											
			Project No. 6648											
CAPTION														
To approve a Professional Services Agreement by and between the City of Plano and Kimley-Horn and Associates, Inc., in the amount of \$160,000, for the Legacy Business Area Transportation Mobility Study, Project No. 6648; and authorizing the City Manager to execute all necessary documents.														
FINANCIAL SUMMARY														
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP														
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS										
Budget	0	160,000	0	160,000										
Encumbered/Expended Amount	0	0	0	0										
This Item	0	-160,000	0	-160,000										
BALANCE	0	0	0	0										
FUND(S): GENERAL FUND & STREET IMPROVEMENT CIP														
<p>COMMENTS: Funding for this item is available in the 2015-16 General Fund operating budget and Street Improvement CIP. This transportation study, in the amount of \$160,000, will utilize the full amount currently available for this project.</p> <p>STRATEGIC PLAN GOAL: Conducting a transportation study for the Legacy area relates to the City's goals of a Financially Strong City with Service Excellence and Strong Local Economy.</p>														
SUMMARY OF ITEM														
<p>This agreement with Kimley-Horn and Associates, Inc., is for professional services required to make a comprehensive transportation study of the Legacy Business Area that considers the existing conditions and future growth. The study will include a series of multi-modal recommendations to improve mobility. Kimley-Horn and Associates, Inc., was chosen based on a qualifications-based selection process that included the evaluation of their SF-330.</p> <p>The contract fee is \$160,000.00.</p> <table style="width:100%; border:none;"> <tr> <td style="width:60%;"><u>Task</u></td> <td style="width:40%; text-align:right;"><u>Fee</u></td> </tr> <tr> <td>General Requirements</td> <td align="right">\$19,000.00</td> </tr> <tr> <td>Basic Services</td> <td align="right">\$134,000.00</td> </tr> <tr> <td>Special Services</td> <td align="right"><u>\$7,000.00</u></td> </tr> <tr> <td align="right">Total Amount:</td> <td align="right">\$160,000.00</td> </tr> </table>					<u>Task</u>	<u>Fee</u>	General Requirements	\$19,000.00	Basic Services	\$134,000.00	Special Services	<u>\$7,000.00</u>	Total Amount:	\$160,000.00
<u>Task</u>	<u>Fee</u>													
General Requirements	\$19,000.00													
Basic Services	\$134,000.00													
Special Services	<u>\$7,000.00</u>													
Total Amount:	\$160,000.00													
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies											
Location Map; Professional Services Agreement			N/A											

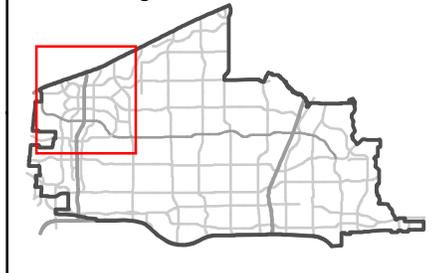
Project Location



City of Plano GIS Division
October, 2015

Legacy Business Area Project No. 6648

Project Location



LEGACY BUSINESS AREA TRANSPORTATION MOBILITY STUDY

PROJECT NO. 6648

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **KIMLEY-HORN AND ASSOCIATES, INC.**, a **NORTH CAROLINA** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **LEGACY BUSINESS AREA TRANSPORTATION MOBILITY STUDY** project located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL

PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Engineering Department, Suite 250
Attn: Lloyd Neal, PE
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Kimley-Horn and Associates, Inc.
Attn: Tom Grant, PE
2201 West Royal Lane, Suite 275
Irving, TX 75063

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin and Denton County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

CONTINUED ON NEXT PAGE

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

KIMLEY-HORN AND ASSOCIATES, INC.
A North Carolina Corporation licensed to do
business in the State of Texas

DATE: 09/22/15

BY: 
Eric Smith
ASSISTANT SECRETARY

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

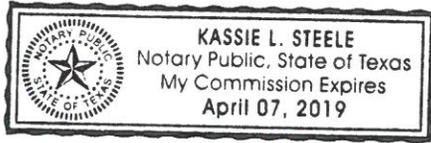
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22 day of September, 2015, by **ERIC SMITH, ASSISTANT SECRETARY OF KIMLEY-HORN AND ASSOCIATES, INC.**, a **NORTH CAROLINA** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Kassie L. Steele

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Exhibit A Scope of Services

The City of Plano, Texas, hereinafter called City, hereby engages Kimley-Horn and Associates, Inc., hereinafter called Engineer, to perform professional services in connection with the Legacy Business Area Transportation Mobility Study, hereinafter called Project.

PROJECT. The Project is described as follows:

The City would like a comprehensive transportation study of the Legacy Business Area that considers the existing conditions and future growth. This area is generally bounded by the Sam Rayburn Tollway to the north, Preston Road to the east, Spring Creek Parkway to the south, and Spring Creek Parkway to the west. This study will incorporate feedback from stakeholders, such as area employers/developers, Collin County, DART, NTTA, TxDOT, and NCTCOG. The study will include a series of multi-modal recommendations for the area to improve mobility.

The Scope for this project provides engineering services as described in the following sections:

- I. General Requirements
- II. Specific Requirements
- III. Project Deliverables
- IV. Miscellaneous

I. General Requirements

The Engineer will manage the services outlined in this scope as efficiently and effectively as practicable. The Engineer will manage the project team, communicate effectively, coordinate internally and externally with members of the project team, and proactively address project issues with the City's Project Manager and other assigned City representatives.

A. Managing the Team

- 1. Lead, manage and direct design team activities
- 2. Communicate internally among team members
- 3. Task and allocate team resources

B. Communications and Reporting

1. Prepare invoices and submit monthly in the format requested by the City.
2. Prepare and submit monthly progress reports in the format provided by the respective City Department.

C. Meetings

1. The Engineer will attend a kickoff meeting with City staff to confirm and clarify the project scope, document City objectives, and discuss City requirements.
2. The Engineer will prepare for and conduct up to eight (8) other meetings that could include the following:
 - a. Project status / submittal review meeting with the City, other agencies, and/or the advisory group
 - b. Combined stakeholder workshop
 - c. City Council meeting

The City is responsible for notifying stakeholders and securing locations for each meeting. The Engineer will be responsible for preparing materials for each meeting, which could include an agenda, handouts, boards, and/or a PowerPoint.

Individual or small group interviews are included as part of Task II.A.1.d.

II. Specific Requirements

The study will follow the estimated completion schedule provided in Exhibit B.

The Engineer shall develop recommendations for auto, transit, bicycle, and pedestrian improvements within the study area.

The following activities apply for the study:

A. Basic Services for this project shall include:

1. Data Collection
 - a. Review previous available studies (TIAs, corridor studies, transit plans, etc.)
 - b. Collect the following available data:
 - Available transit ridership, transit schedules, and routes (provided by City or DART)

- DART's 2015 transit study for Plano and 2015 transit plan for Frisco (provided by DART)
 - Historical traffic counts (provided by NCTCOG and City)
 - Signal timing and Synchro intersection network (provided by City)
 - Roadway and intersection planned improvements for current and future projects (from City, NCTCOG, TxDOT, NTTA, private developments)
 - City design standards (provided by City)
 - Previous bicycle planning and pedestrian planning documents (provided by City)
 - GIS files that include right-of-way, parcel lines, appraisal district data, sidewalks, street centerlines, building footprints, thoroughfare plan, planned pedestrian and bicycle facilities (on and off-street), rail lines (provided by City)
 - NCTCOG aerial photography (provided by City)
- c. Summarize available information from planned developments in the study area and regional developments near the study area.
- d. Conduct individual or small group stakeholder interviews (up to 12). The intent of the interviews is to get feedback from the stakeholders on current operation of all modes of travel, existing transportation concerns and recommendations, future development plans, and short and long-term transportation needs. The City is responsible for notifying stakeholders and securing locations for each interview. A memorandum will be prepared to summarize the interviews. The following stakeholders are anticipated:
- City of Plano
 - Selected Employers/Developers within the study area (e.g., Granite, KDC, Karahan Companies, Children's Health, and Capital One)
 - Collin County
 - DART
 - NTTA
 - TxDOT
 - NCTCOG
 - City of Frisco
- e. Assist the City with the creation of the advisory committee by providing recommendations for candidate participants and discussing possible committee structure and responsibilities.
- f. Create a weekday Synchro intersection model (AM peak hour, midday peak hour, and PM peak hour) of the signalized intersections (up to 50 intersections) in the area, based on available networks developed for NCTCOG, City of Plano, and previous TIAs. Use recent available AM, midday, and PM peak hour intersection turning movement counts, which

are anticipated to be at approximately 36 locations. Supplement the existing turning movement counts with additional AM, midday, and PM peak period turning movement counts collected at up to 14 more intersections (collected as a Special Service under Task II.B). If additional traffic counts are needed for this study, they will be collected as an additional service.

2. Plan Development

a. Travel Demand Modeling

- Subarea model scenarios will be performed by NCTCOG. The anticipated scenarios are as follows:
 - Existing model year (anticipated year 2014)
 - Financially constrained improvements with revised demographics (anticipated model year 2028)
 - Additional financially unconstrained improvements with revised demographics (anticipated model year 2028)
- Review model demographics for the study area and provide revised demographic information to NCTCOG
- Meet up to two times with NCTCOG to discuss the modeling efforts
- Review model outputs, such as forecasted traffic volumes and roadway link capacities, and summarize findings comparing the sub area scenarios

b. Transit Strategy

- Review DART's 2015 transit study for Plano and 2015 transit plan for Frisco. Incorporate the transit plans into the report.
- Summarize existing and future planned transit service for the study area.
- Recommend specific operational and station improvements.
- Explore the following ideas and provide conceptual recommendations:
 - Extension of commuter rail
 - Expansion of regional bus system, which may expand on DART's 2015 transit study with ideas such as a Bus Rapid Transit route or priority routes
 - Local circulation system with potential route and stop locations
 - Connectivity to Northwest Plan Park & Ride
 - Technology enhancements, such as enhanced stations with real-time arrival information
 - Transportation Demand Management (TDM)

c. Automobile Strategy

- The Engineer will perform in-field verification of the existing roadway network and intersection characteristics for the 50 study area signalized intersections
- Evaluate the existing traffic conditions (2015) at the study area signalized intersections using existing timing during the weekday AM, midday, and PM peak hours
- Determine the 10-year horizon future traffic at each study intersection and on each thoroughfare by using historic growth rates, anticipated future developments, and NCTCOG modeling
- Evaluate 10-year horizon future traffic operations at the study area signalized intersections with financially constrained improvements
- Evaluate 10-year horizon future traffic operations at the study area signalized intersections with financially unconstrained improvements
- Review NCTCOG model outputs and perform an arterial segment analysis based on daily volumes and roadway link capacities (v/c) provided by NCTCOG
- Recommend intersection geometry and roadway network improvements
- Recommend Master Thoroughfare Plan updates, if applicable
- Explore the following ideas and provide conceptual recommendations:
 - Adaptive Traffic Signal Control strategy
 - ITS improvements, such as signal system upgrades and dynamic message signs
 - Corridor retiming locations
 - TDM, such as carpooling/rideshare, telecommuting, and offset work hours for businesses
 - Private sector innovation strategies
 - Parking strategies (such as on/off-street, timed parking restrictions, enforcement) and possible parking locations (structured/surface)
 - Construction strategies to limit impacts to traveling public, such as lane closure coordination and peak hour limitations on construction

d. Bicycle and Pedestrian Strategy

- Review existing and planned bicycle and pedestrian facilities
- Identify pedestrian and bicycle barriers
- Recommend additional on and off-street facilities for bicycles and pedestrians, which could include recommended mid-block crossing locations

- Explore the following ideas and provide conceptual recommendations:
 - Bike share
 - ADA and crosswalk improvements
 - Connectivity to transit
 - TDM
 - Taxi stands
 - Social media / website communication

3. Report

The Engineer shall develop recommendations from operational analyses, site observations, Stakeholder input and summarize into a draft report. The Final Report will address one round of revisions based on comments. The report will include the following:

- Strategies for automobiles, transit, bicycles and pedestrians
- NCTCOG model results
- Recommendations (financially unconstrained) with planning-level costs, right-of-way considerations, and exhibits
- Implementation prioritization (short, intermediate, and long-range for each mode of travel) and strategy
- Surface Street Improvement exhibit and table for the short, intermediate, and long-range recommendations
- Possible funding sources and candidates for participation for the different recommendations

B. Special Services for this project shall include:

1. Traffic Counts (Reimbursable Task)

The Engineer will engage the services of a sub consultant to provide traffic data collection as follows:

- a. Vehicle turning movement counts and pedestrian counts during the weekday AM peak period (7-9 AM), Midday (12-2 PM) and PM peak period (4-6 PM) for up to 14 locations.

III. Project Deliverables

A. The following deliverables will be produced as part of Section I, General Requirements:

- 1. Meeting summaries shall be prepared for all meetings with City staff by the Engineer

2. Meeting summaries shall be prepared for all meetings with Stakeholders by the Engineer
3. Monthly invoices
4. Monthly progress reports

B. The following deliverables will be produced:

1. Synchro traffic model for weekday AM, Midday, and PM peak hours. Existing conditions, 10-year growth with committed improvements, 10-year growth with additional recommendations
2. Draft and Final Report. The draft and final report will be provided in PDF format. Up to 10 bound color printed copies of the final report will be provided to the City.
3. Exhibits and tables with recommendations (financially unconstrained) with planning level costs and right-of-way considerations
4. Implementation prioritization and strategy. Consider a phased approach to implementing the proposed improvements for short, intermediate, and long-term.

IV. Miscellaneous

A. Additional Services not included in this Scope of Services

The City and Engineer agree that the following services are beyond the Scope of Services described in the tasks above. However, the Engineer can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Engineer as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

1. Performance of miscellaneous and supplemental services related to the project as requested by the City.
2. Additional data collection and analysis, such as weekend analysis and signal warrant analysis
3. Design or implementation of recommendations
4. Further evaluation of conceptual recommendations, such as corridor signal timing plans and ITS specifications
5. Opinions of Probable Construction Costs. Planning-level costs for recommendations are included in the Scope of Services.

6. Parking analysis (data collection, existing and future supply and demand, shared parking analysis, etc.)
7. Any services not specifically provided in the scope of services.

EXHIBIT "B"

SCHEDULE OF WORK

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Task Description	Estimated Schedule
Data Collection	November - December
Stakeholder interviews	
NCTCOG Coordination	
Plan development with initial recommendations	January - February
Obtain NCTCOG existing and financially constrained model results; provide additional roadway network modifications for financially unconstrained model	
Stakeholder workshop	
Obtain NCTCOG financially unconstrained model results	March
Draft report	
Stakeholder workshop	
Final report	April
City Council presentation	

The schedule is dependent on factors outside of the Engineer's control, such as City review times and NCTCOG model scenarios. We will update the schedule accordingly as requested.

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

GENERAL REQUIREMENTS (Lump Sum)		
Managing the Team	\$	1,000.00
Communicating and Reporting	\$	2,000.00
Meetings (Preparation, Attendance, and Meeting Notes)	\$	16,000.00
BASIC SERVICES (Lump Sum)		
Task 1: Data Gathering	\$	31,000.00
Task 2A: Travel Demand Modeling Support	\$	15,000.00
Task 2B: Transit Strategy	\$	16,000.00
Task 2C: Auto Strategy	\$	29,000.00
Task 2D: Bike/Ped Strategy	\$	14,000.00
Task 3: Report	\$	29,000.00
SPECIAL SERVICES (Reimbursable)		
Traffic Counts (through a sub-consultant)		\$7,000
TOTAL FEE	\$	160,000.00

EXHIBIT "D"
ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Engineer's Insurance - "Occurrence" Basis:

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$ _____ BI & PD each occurrence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C No. Ext): (770)552-4225 FAX (A/C No): (866)550-4082	
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636	E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A National Union Fire Ins Co	19445 A
	INSURER B Commerce & Industry Insurance	19410 A
	INSURER C New Hampshire Insurance Company	23841 A
	INSURER D Lloyd's of London	085202 A
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER:15-16 (Kimley Amanda) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			9645227	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			4982985	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE 020733086	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			39901450 (AOS)	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	39901451 (CA)	4/1/2015	4/1/2016	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional Liability			P070831500	4/1/2015	4/1/2016	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: For All Projects with the City of Plano. The The City of Plano, including its elected & appointed officials, agents, volunteers & employees are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the City of Plano.

CERTIFICATE HOLDER

CANCELLATION

City of Plano P.O. Box 860358 Plano, TX 75086-0358	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Collings/JERRY <i>David A. Collings</i>

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **Kimley-Horn and Associates, Inc.**, a Corporation organized under the laws of the State of North Carolina, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Kimley-Horn and Associates, Inc.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Kimley-Horn and Associates, Inc.

By:

[Handwritten Signature]
Signature

ERIC E. SMITH
Print Name

ASSISTANT SECRETARY
Title

09/22/15
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 22 day of September, 2015.

Kassie L. Steele
Notary Public, State of Texas

