



# CITY OF PLANO COUNCIL AGENDA ITEM

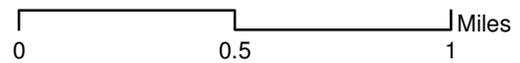
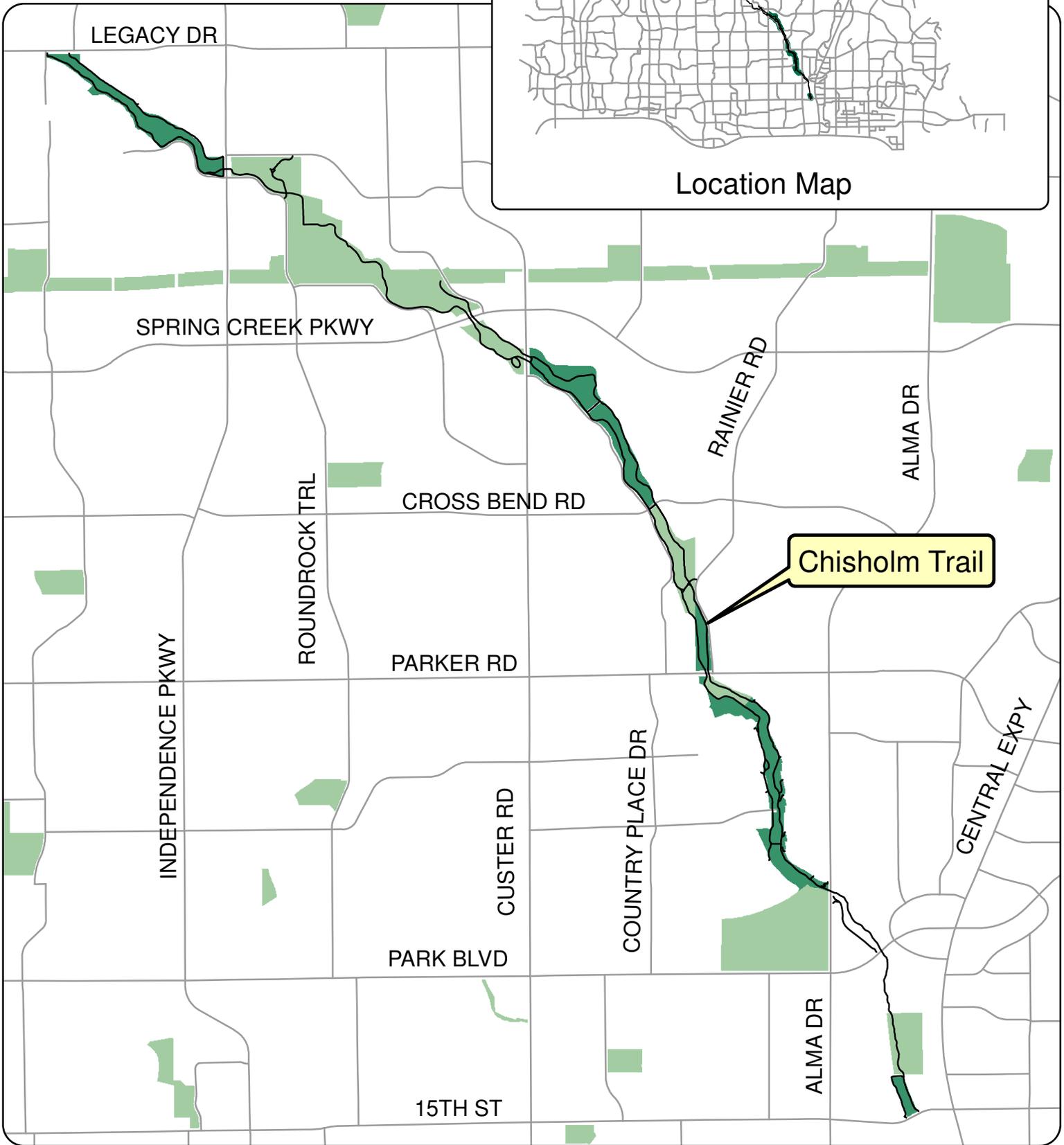
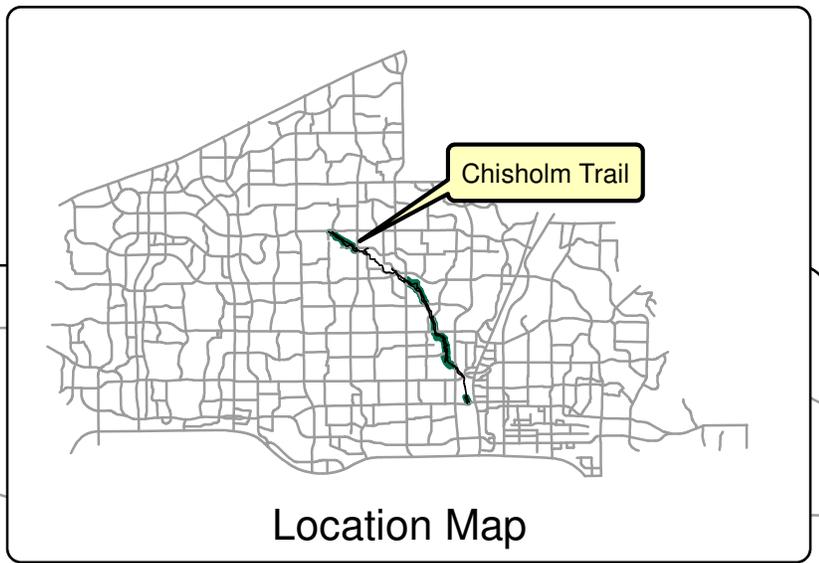
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/12/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of an Engineering Services Agreement between the City of Plano and Kimley-Horn and Associates, Inc. in the amount of \$140,000 for the development of a master plan document for the Chisholm Trail, also known as the Spring Creek corridor, from Legacy Drive to 15th Street and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	61,077	1,576,128	0	<b>1,637,205</b>
Encumbered/Expended Amount	-61,077	-594,156	0	<b>-655,233</b>
This Item	0	-140,000	0	<b>-140,000</b>
BALANCE	0	841,972	0	<b>841,972</b>
<b>FUND(S):    PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are available in the 2014-15 Park Improvement CIP for this item. This item, in the amount of \$140,000, will leave a current year balance of \$841,972 available for future expenditures related to park improvement projects.</p> <p>STRATEGIC PLAN GOAL: Developing a master plan for Chisholm Trail relates to the City's goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The Chisholm Trail Master Plan will be an updated plan for the Spring Creek corridor from Legacy Drive to 15th Street. The plan will include recommendations to reforest the native vegetation, stabilize the stream bank to reduce erosion issues, improve and widen the trail, offer recreational amenities where possible, provide a summary of concept level hydraulic modeling, provide conceptual level design drawings, identify grant opportunities, and provide preliminary cost estimates for long range implementation of the plan. Opportunities for community involvement will be provided during the master planning process.</p> <p>Kimley-Horn and Associates, Inc. is on the 2014-15 list of qualified consultants for Engineering Services.</p> <p>Project Location Map:  <a href="http://goo.gl/5JkZ1F">http://goo.gl/5JkZ1F</a></p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies

# Chisholm Trail Master Plan



**CHISHOLM TRAIL MASTER PLAN**

**PROJECT NO. 6538**

**ENGINEERING 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, licensed to do business in the State of Texas, 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 **CHISHOLM TRAIL MASTER PLAN** project located in the City of Plano, Collin 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.

### **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 AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE**

ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### 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  
Parks Department  
Attn: Angie Kralik  
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: Michael Westfall, P.E.  
5750 Genesis Court, Suite 200  
Frisco, TX 75034

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 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.

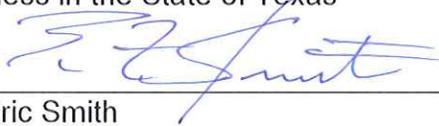
G. Authority to Sign:

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: 12/03/14

BY:   
Eric Smith  
ASSISTANT SECRETARY

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

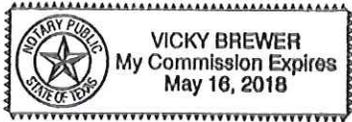
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS           §  
                                  DALLAS       §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 3<sup>RD</sup> day of DECEMBER, 2014, 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.



*Vicky Brewer*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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**  
**Chisholm Trail Master Plan**

**BASIC SERVICES**

**Task 1: Master Plan**

Kimley-Horn will prepare a master plan document for the Spring Creek corridor from Legacy Drive to 15<sup>th</sup> Street. The master plan may include potential locations for stream buffer reforestation opportunities, stream bank stabilization areas, stream rehabilitation areas, trail improvements, amenities, BMP locations, summary of the concept level hydraulic modeling, summary of the concept level permitting requirements, conceptual design drawings, summary of the community engagement, identification of grant opportunities (if any), 10-year CIP and preliminary OPC. Specifically, Kimley-Horn will:

- A. Review the master plan developed by others for the Jack Carter Park area and determine its affect (if any) on the overall master plan.
- B. Field review - up to three Kimley-Horn staff will organize and attend a field walk with the City to the review the draft master plan concept drawings. Kimley-Horn will prepare color figures for distribution to the attendees and will document the discussion/decisions/action items from the field walk.
- C. Identify parcel ownership, right-of-way and potential easements that may be required for the proposed CIP projects.
  - o No generation of plats or real estate assistance is assumed as part of this scope of services.
- D. Finalize 10-year CIP and concept design illustrations based on input from the City of Plano for relative budget information assumed for each fiscal year. The drawing will represent appropriate data and mapping including:
  - Basemap of applicable Task 1 data,
  - Aerial,
  - GIS parcel boundaries and property ownerships,
  - Proposed stream buffer restoration opportunities, stream bank stabilization areas and stream rehabilitation areas,
  - Trail segment alignment(s),
  - Trail connections and access,
  - Proposed amenities,
  - Crossing location, and
  - Annotation of contributing design factors.

An overall figure of the project area and example illustrations of up to two proposed CIP projects will be included in the master plan document. Up to

four illustrative cross-sections will also be included. Kimley-Horn will respond to one round of consolidated comments.

- E. Concept level OPC - Kimley-Horn will prepare a conceptual level OPC based on the final concept design for each proposed project included in the 10-year CIP. The OPC may also include a preliminary opinion of design and permitting fees for the proposed CIP projects. Kimley-Horn will respond to one round of consolidated comments.
- F. Research and summarize potential permitting requirements and strategies for the implementation of the master plan CIP.
- G. Research potential grant opportunities and summarize their requirements and potential benefits to the master plan.
- H. Prepare the master plan document. The document will summarize the efforts from Tasks 1 through 5. The master plan document is anticipated to be up to 50 pages of color text, photos, illustrations, figures, and concept drawings. Kimley-Horn will prepare up to ten color and one electronic copy of the draft document for distribution and review by the City. Kimley-Horn will respond to one round of consolidated comments from the City and prepare up to ten color copies and one electronic copy of the final master plan documents.

### **Task 2: Data Collection and Mapping**

Kimley-Horn will research, review and assemble the following mapping, data and ordinances to support the master plan development. Specifically, Kimley-Horn will perform the following tasks:

- A. Collect readily available data including aerial photography, LiDAR, property information, soils mapping, hydrologic data, USGS topographic maps, National Wetlands Inventory (NWI), Texas Historical Commission (THC) and Natural Heritage Program (NHP) databases for the project area.
- B. Coordinate with the THC to determine the potential existence of eligible or historic resources.
- C. Review effective Federal Emergency Management Agency (FEMA) mapping, Letters of Map Change (LOMC) (if applicable) and available modeling.
- D. Review publicly available utility and infrastructure GIS and as-built information.
  - o No utilities will be marked in the field or mapped at this phase of the project unless it is deemed necessary to the development of the conceptual design alignment.
  - o No subsurface investigations will be performed.

- E. Perform a field assessment for potential jurisdictional features (i.e. streams and wetlands) and significant trees of notable size and a desirable species. Kimley-Horn will summarize the assessment and illustrate the potentially jurisdictional areas and/or potentially suitable habitat in a concept design figure.
- F. Perform field visits to visually identify potential areas for trail improvements, amenities, stream buffer reforestation opportunities, stream bank stabilization areas, stream rehabilitation areas and BMP locations.
  - o It is assumed that up to three Kimley-Horn staff will spend up to three days performing field reviews. The potential locations for trail improvements, amenities, stream buffer reforestation opportunities, stream bank stabilization areas, stream rehabilitation areas and BMP's will be located with sub-meter GPS. No other survey or data will be collected. BMP, stream stabilization, and/or stream rehabilitation areas will be noted and standard techniques will be described with text or details (if applicable); however, no design will be performed beyond the conceptual level.

It is assumed that no survey or geotechnical information will be obtained for the concept level project identification. Geotechnical information, detailed stream assessments, detail survey and detailed data collection for environmental components may be required for each project identified in the master plan CIP.

### **Task 3: Community Engagement**

As a part of the development of the master plan Kimley-Horn will develop and implement a community engagement program covering the master plan area. The community engagement process will be organized into three categories: segment focused meetings seeking input from the local/adjacent public and stakeholders, presentation of the final plan, and coordination with adjacent stakeholders on a smaller group/individual basis. The master plan project will generally organize community engagement around the following groups:

- General Public – constituents living, working or having a general interest in the project vicinity area
- Stakeholders – representative neighborhood and/or business leaders as well as community partners in the project vicinity area

Kimley-Horn will perform the following tasks:

- A. Community Engagement I – develop and implement a segment engagement approach to assist the City, meet with the public and stakeholders, and collect segment opinions and ideas from them. It is assumed that the project will include up to two separate segment community engagement meetings. The consultant will assist the City, plan and participate in one public meeting associated with each segment. It is assumed that up to two Kimley-Horn staff will attend the meetings and we will prepare up to two additional 24x36 plots of the focus segment areas.

- B. Community Engagement II – develop and implement an engagement approach to assist the City with presenting the master plan including: project goals/objectives, project process, and 10-year CIP. The consultant will assist the City, plan and participate in one public meeting. It is assumed that up to two Kimley-Horn staff will attend the meeting and we will prepare a slide presentation or additional 24x36 plots.
  
- C. Community Engagement III – develop and implement an engagement approach to assist the City with meetings with key stakeholders in the project area. The consultant will assist the City in participation in up to two stakeholder meetings. It is assumed that one Kimley-Horn staff may attend these meetings. It is also assumed that no new materials will be generated for these meetings.

It is assumed that the City of Plano will arrange meeting locations, prepare and send notification mailers. Kimley-Horn will prepare meeting minutes and distribute to the appropriate meeting attendees.

#### **Task 4: Concept Hydraulic Modeling**

Spring Creek is a FEMA regulated stream studied by detailed methods. Kimley-Horn will obtain the effective hydraulic (HEC-RAS) modeling for Spring Creek from the City of Plano or FEMA. The model will be used to evaluate the feasibility of the proposed master plan projects and their potential effect of adjacent flood elevations. Kimley-Horn will coordinate with the City of Plano and FEMA to obtain LOMC's or floodplain development permits that have occurred in the project area after the effective modeling was completed. The modeling effort may include a duplicate effective, corrective effective and proposed conditions model. These models will not be formally submitted to the City of Plano, the State of TX, or the FEMA for review or for permitting purposes. It is assumed that no modifications will be made to the effective hydrology and that no routing will be performed for the proposed improvements. Kimley-Horn will coordinate with the City of Plano to discuss a project implementation strategy related to a LOMC and/or floodplain development permit. It is assumed up to five iterations of the proposed conditions will be analyzed for this task. The project implementation strategy and the results of the hydraulic modelling will be summarized in the master plan document.

#### **Task 5: Planning Design Parameters**

Kimley-Horn will establish project parameters that define the overall master plan goals and objectives and recognize limiting constraints. These parameters will be used to establish minimum and preferred design criteria from each trail segment design. Specifically, Kimley-Horn will perform the following tasks:

- A. Define and summarize the intended user groups (and their most likely points of entry) and their relative proportions [i.e., walker (from commuter to recreational), runner, cyclist (from inexperienced to competitive), other users (rollerblade, dog walker, etc.)].

- B. Define and summarize amenities types. Amenities along the trail are anticipated to include parking, picnic areas, seating, educational opportunities, recreational opportunities and stream overlook features.
- C. Define the level of required emergency response access (e.g., points of access, lighting, location signage, trail visibility, safety vehicle types, coverage, support infrastructure (i.e. emergency phones), etc.).
- D. Define the level of access and accommodations for people with disabilities.
- E. Define assumptions about trail experience and design that will create a continuous experience for the trail segments (e.g., trail material and dimension, site furnishings, lighting, signage, and landscape elements).
- F. Define design criteria including reference standards, trail widths, shoulders, materials, slopes, vertical clearance, design speeds and typical sections.
- G. Define design criteria, typical sections, and vegetation management criteria and approved planting lists for stream buffer reforestation and stream rehabilitation areas.

Once the trail design parameters are agreed upon, Kimley-Horn will prepare a Trail Design Parameters Summary document including each of the applicable parameters within this task. Kimley-Horn will respond to one round of consolidated comments. This document will be included in the master plan document.

#### **Task 6: Project Management**

Kimley-Horn will provide monthly status and schedule updates to the City project manager. The status reports will summarize the work completed and anticipated progress for the upcoming month. It is also assumed that Kimley-Horn will attend up to four periodic status meetings with the City project manager. Kimley-Horn will prepare an agenda, record meeting note and summarize action items.

#### **Task 7: Coordination**

Kimley-Horn will coordinate with the City of Plano (departments outside of Parks & Recreation) and other agencies that will likely play a role in the planning, design, permitting and/or approval of the proposed projects to integrate their potential influence into the master plan. This coordination will also seek to obtain information regarding other potential (unrelated or related) projects within the vicinity of this trail segment that could affect the design, permitting or construction. The coordination is for information only and does not include providing concept drawings or addressing comments from the agencies. It is assumed that the coordination will include up to one meeting with each group (up to three assumed) and will be attended by up two Kimley-Horn staff. The results of these discussions and other agency input will be summarized in the master plan document.

#### **Task 8: STAR Community Rating and Chisholm Trail Review**

Kimley-Horn will review the Technical Guide of the basis STAR Community Rating

System to estimate the categories and number of points that may be pursued as part of the Chisholm Trail Master Plan. The review will be limited to the relationship with the Chisholm Master Plan and does not include a comprehensive review for all potential STAR points that may be pursued by the City.

#### **ADDITIONAL SERVICES**

Any services not specifically described above in the Basic Service will be considered an additional service. If requested, Kimley-Horn can provide additional services based on our current hourly rate.

**EXHIBIT B**  
**COMPLETION SCHEDULE**  
**Chisholm Trail Master Plan**

**SCHEDULE**

The tasks described in Exhibit A, Scope of Services, will be performed in accordance with the following schedule:

<b>Basic Services Task</b>	<b>Date of Submittal</b>
Task 1: Master Plan	July 3, 2015
Task 2: Data Collection and Mapping	-
Task 3: Community Engagement	-
Task 4: Concept Hydraulic Modeling	-
Task 5: Planning Design Parameters	April 3, 2015
Task 6: Project Management	-
Task 7: Coordination	-
Task 8: STAR Community Rating and Chisholm Trail Review	February 13, 2015

Note: the above schedule is for Kimley-Horn work effort only and does not include time required for review and approval by the City of Plano.

**EXHIBIT C**  
**PAYMENT SCHEDULE**  
**Chisholm Trail Master Plan**

Kimley-Horns' fees for the scope of services outlined in Exhibit A are defined herein.

Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. An amount (6%) will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

Task 1: Master Plan	\$69,100.00 (LS)
Task 2: Data Collection and Mapping	\$19,500.00 (LS)
Task 3: Community Engagement	\$18,800.00 (LS)
Task 4: Concept Hydraulic Modeling	\$9,800.00 (LS)
Task 5: Planning Design Parameters	\$5,200.00 (LS)
Task 6: Project Management	\$4,900.00 (LS)
Task 7: Coordination	\$2,800.00 (LS)
Task 8: STAR Community Rating and Chisholm Trail Review	\$1,200.00 (LS)
Estimated Allocation/Expenses	\$9,000.00 (LS)
Total Lump Sum Fee	<u>\$140,300.00 (LS)</u>

**Additional Services Hourly Rate Schedule**

Senior Professional I	\$200 - \$230
Senior Professional II	\$175 - \$220
Professional	\$140 - \$185
Analyst	\$135 - \$150
Designer	\$100 - \$165
Technical Support	\$70 - \$150
Clerical/Administrative Support	\$60 - \$115

*Effective July 2014*

**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	\$500,000 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





## COMMENTS/REMARKS

named below.

