



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:		5/9/16			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Susan Berger (7255)					
CAPTION					
Approval of a Landscape Architect Professional Services Agreement between the City of Plano and Halff Associates, Inc. in the amount of \$108,500 for design services for the Cottonwood Creek Trail - 2014 Transportation Alternative Program (TAP) grant funded project, Project No. 6445.1, and authorizing the City Manager or his designee 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; 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	30,000	1,820,000	1,850,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-27,000	-81,500	-108,500
BALANCE		0	3,000	1,738,500	1,741,500
FUND(S): PARK IMPROVEMENTS CIP					
<p>COMMENTS: Funding is available for this item in the 2015-16 Park Improvements CIP and anticipated in future years. Project design services, in the total amount of \$108,500, will leave an available project balance of \$1,741,500 for future expenditures on the Cottonwood Creek Trail - 2014 TAP project.</p> <p>STRATEGIC PLAN GOAL: Obtaining qualified landscape architecture consultants for Park CIP projects relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
<p>The Cottonwood Creek Trail - 2014 TAP project will provide trail connectivity between Oak Point Park and Nature Preserve and Moore Park through Cottonwood Creek Greenbelt. The trail is a Six Cities Trail Connection that will provide a connection to the Plano-Allen border.</p> <p>Halff Associates, Inc. was selected through the 2015-16 annual selection process for Pedestrian and Bicycle Facility Design Consultants. This contract supplements an existing contract and these services will meet the plan preparation requirements of the Texas Department of Transportation's (TXDOT) Transportation Alternatives Program (TAP) \$1,470,000 grant design stipulations. The contract fee is \$108,500 which includes surveying, construction drawing preparation per TXDOT requirements, reimbursable expenses and federally required environmental services. The fee is 5.8% of the total estimated construction budget of \$1,850,000.</p>					



CITY OF PLANO COUNCIL AGENDA ITEM

The current design contract in place for this project includes data collection and concept development, surveying, construction document preparation per City standards, reimbursable expenses, hydraulic and hydrologic services, geotechnical services, accessibility review and construction phase services, and the total is \$148,000. The total design fee for the existing contract of \$148,000 and the supplemental contract of \$108,500 is \$256,500. The overall design fee is 13.8% of the construction budget of \$1,850,000. This total fee is slightly higher than typical for a project of this size and scope due to the additional design requirements associated with the TXDOT TAP \$1,470,000 grant design stipulations.

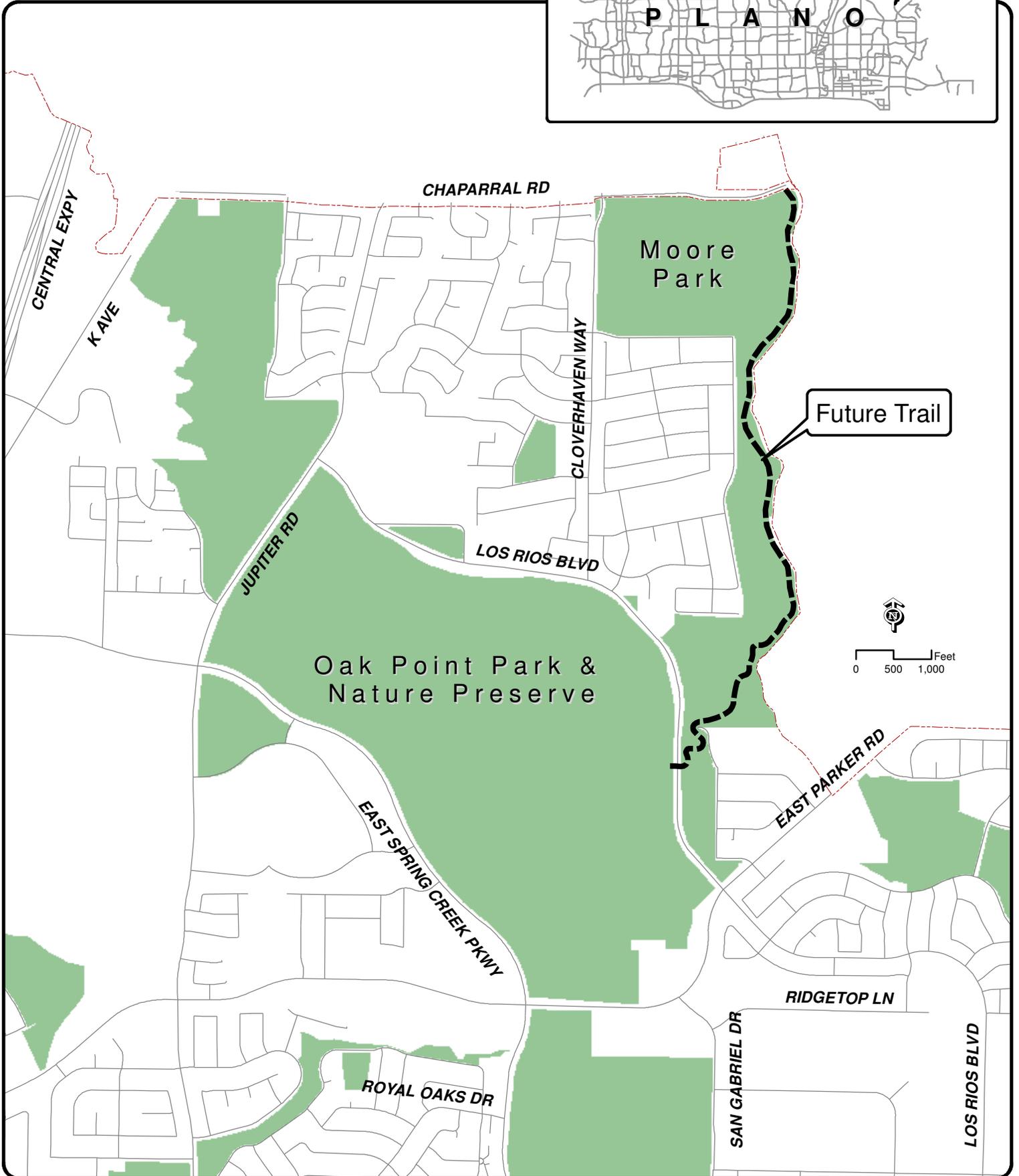
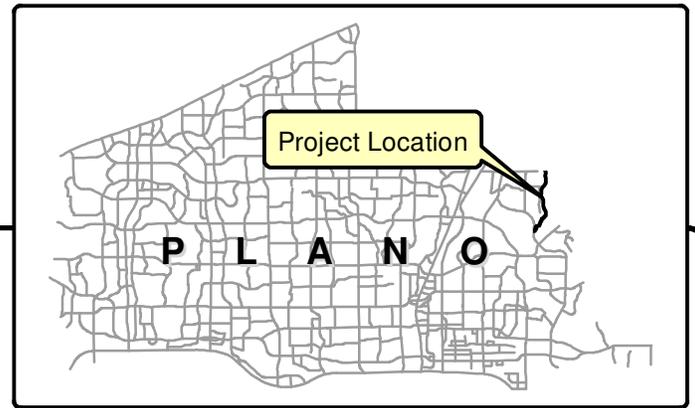
Project Location Map:

<https://goo.gl/G4MHZH>

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

Location Map

Cottonwood Creek Trail:
2014 TAP



COTTONWOOD CREEK TRAIL – 2014 TAP

PROJECT NO. 6445.1

**LANDSCAPE ARCHITECT
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 **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **COTTONWOOD CREEK TRAIL – 2014 TAP** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such Architectural 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 Architect

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

II. Scope of Services

The parties agree that Architect 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 contract modifications orders may be authorized from time to time by the City.

Architect shall perform his or her professional architectural services with the professional skill and care ordinarily provided by competent architects 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 architect.

III. Schedule of Work

The Architect 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 Architect, 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 Architect 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 Architect and available in City's files.

VI. Insurance

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

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect'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 ARCHITECT 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 ARCHITECT, 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, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECT'S LIABILITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect 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 Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect 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: Renee Burke Jordan
P.O. Box 860358
Plano, TX 75086-0358

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

Half Associates, Inc.
Attn: Lenny Hughes
1201 North Bowser Road
Richardson, TX 75081-2275

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 Architect, 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.

HALFF ASSOCIATES, INC.
A **TEXAS** Corporation

DATE: 4/8/16

BY: 
Lenny Hughes
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

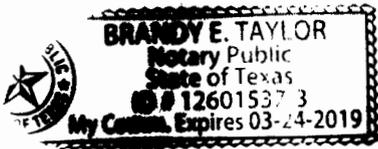
APPROVED AS TO FORM:

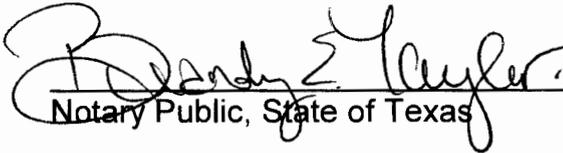
Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of April, 2016, by **LENNY HUGHES, Vice President** of **Half Associates, Inc.**, a **Texas** corporation, licensed to do business in the State of Texas, on behalf of said corporation.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, 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'
Proposed Scope of Work
Cottonwood Creek Trail – 2014 TAP

Purpose

The purpose of this project is to provide supplemental services related to the award of the 2014 Transportation Alternative Program (TAP) call for projects. Halff Associates, Inc. will prepare plans and specifications for approximately 2 miles of trail along the West side of Cottonwood Creek in the City of Plano, TX, between the existing Cottonwood Creek South Trail to the north of Chaparral Rd. and Oak Point Park Nature Preserve following the TxDOT PS&E submittal processes and standards.

Scope of Services – Basic Services**WO 02 – Cottonwood Creek Trail Planning and Construction Documentation – 2014 Transportation Alternative Program (TAP)****1. Topographical Survey**

Based upon an in-field staked alignment, Halff will perform detailed topographical surveying along a 50' wide corridor for the project based on the area of adjustments due the inclusion of a dirt bike track discussed on March 04, 2016. The survey will be based on the Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:

- a. Ground surface contours at intervals of one (01) foot elevation supplemented by appropriate spot elevations accurate to 0.1 foot elevation will be surveyed. Tree lines and other major trees 6-inch caliper or larger within the area surveyed will be tied. Existing surface utility appurtenances and other visible features will be tied.
- b. Horizontal and Vertical control points will be established such that all points of the proposed alignment will be within 500 feet of a control point.

2. Construction Document Development

This Scope of Work supplements the "Landscape Architect Services Agreement" for "Cottonwood Creek Trail: Oak Point to Chaparral" dated June 27, 2014. Halff will provide additional construction document development services as described in this scope of work for the proposed Cottonwood Creek Trail in the City of Plano. The additional tasks included in this scope of services, including a new description of deliverables, are listed below beginning with new Section 4:

1. Section 4: Construction Document Preparation

- a. Based upon a City approved Schematic, Halff shall prepare, for approval by the City and TxDOT a complete and correct set of Schematic, 30%, 60%, 90% and 100% Construction Documents as defined below. Halff shall prepare each submittal for review and comment and shall be submitted on the dates established in the approved schedule. Halff will provide the following drawings and deliverables:
- i. **Project Management and Meetings**
Halff Associates will coordinate and facilitate coordination items with both TxDOT and NCTCOG as necessary. Tasks will include design review meetings, submittal document reviews and general question and answer. The number of meetings will total four (04).
 - ii. **Trail Typical Sections**
Halff Associates will prepare details describing the unique trail cross-sections across the proposed project limits. Typical sections will show existing and proposed ground contour lines, typical trail dimensions and typical slopes.
 - iii. **Quantity Summary Sheets**
Halff Associates will provide quantity summary sheets providing TxDOT bid item numbers, item descriptions and associated item quantities per sheet. The quantity summary sheets shall be submitted at the 30%, 60%, 90% and 100% submittal milestones.
 - iv. **Site Grading Profile**
Halff Associates will prepare a trail profile that includes the notes and details required to allow grading of the trail facility improvements. The trail profile will show existing and proposed ground contour lines, proposed utilities along with vertical curve data and necessary trail elevations. Plans will be sealed by a Licensed Landscape Architect.
 - v. **Structural Design Calculation Submittal**
Halff Associates will provide a designs calculation prove the structural integrity of the proposed engineering design. The Structural Design Calculations will be submitted with the 100% design submittal milestone.
 - vi. **Specifications**
Halff Associates will provide specifications following the “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges” adopted by TxDOT on November 1, 2014. Specifications will be submitted at the 60%, 90% and 100% submittal milestones. The provided specifications will include the standard TxDOT Requirement documents and forms necessary for a City let project.

vii. Cost Estimate, Contract Time Estimate Document and Other Documentation

Halff Associates will prepare an estimate of probable cost and time estimate document at each construction documentation submittal milestone following the required TxDOT format. Other documentation that will be submitted at each project milestone shall include, but is not limited to Form 1002 (PS&E Transmittal Data Form) and Right of Way, Relocation, Utility and Encroachment Status Forms.

viii. Deliverables

Schematic, 30%, 60%, 95% and 100% Construction Document Plans shall include an 11"x17" set of construction documents following the submittal documents required as part of the "TxDOT PS&E Complete Submittal Development Checklist." Halff shall prepare and print four (04) draft sets of drawings and cost estimate for review and comment.

3. Reimbursable Expenses

- a. Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

4. Special Services

Environmental Services

a. Project Management and Coordination

i. Coordination/Administration

Halff will be responsible for directing and coordinating activities associated with the environmental services, including necessary coordination with local, state, and/or federal agencies. Appropriate communication will be maintained between Halff and the Client. Halff will attend one (01) meeting to discuss relevant project issues. Halff will organize and maintain the project records.

ii. Quality Assurance/Quality Control

Halff will conduct quality assurance/quality control reviews for all draft and final deliverables throughout the duration of the project.

b. Categorical Exclusion (CE) Documentation

It is our understanding that the City of Plano has applied for a Transportation Alternatives Program (TAP) Grant to partially fund the proposed project. An environmental review and appropriate documentation is required for the proposed project in accordance with the National Environmental Policy Act (NEPA) of 1969 and the Council on Environmental Quality (CEQ) Regulations, 23 Code of Federal Regulations (CFR) Part 771, and 43 Texas

Administrative Code (TAC) Chapter 2, Subchapter C. This scope of work and fee estimate are based on the assumption that the proposed improvements would meet the requirements of 23 CFR 771.117, Categorical Exclusions. The environmental process will follow guidance published by TxDOT as of February 2015 regarding Categorical Exclusion (CE) determinations. The project is assumed to be considered a “c-list” CE project based on 23 CFR 771.117(c)(3) Construction of bicycle paths and facilities. In the event it is determined that a CE is not the appropriate level of documentation for the project, Halff will notify the Client and a supplemental scope of work will be prepared to allow completion of other suitable documentation. The following additional sub-tasks will be necessary to receive a CE determination from the TxDOT Dallas District.

ix. Project Scoping and Risk Assessment

The purpose of this subtask is to provide scoping documentation to the TxDOT Dallas District to initiate the CE process. Halff will complete the required forms and submit to the TxDOT Dallas District Environmental Coordinator. This task includes one meeting with the Client and the TxDOT Dallas District. The following items will be submitted to the TxDOT Dallas District for review and approval, and revised in accordance with comments received from TxDOT, as necessary:

- Draft Project Scope Form for CEs
- Environmental Information Request Form
- Risk Assessment Forms including:
 - Biology
 - Environmental Justice (EJ) and Community Impacts
 - Archeology
 - Historical Studies
 - Water
 - Air
 - Noise
 - Hazardous Materials
 - Indirect Impacts
 - Cumulative Impacts
 - Public Involvement
- Final Project Scope Form for CEs
- Project Schedule for Deliverables

Halff will obtain digital environmental information available from appropriate local, state, and federal agencies. Data collected through this task will be stored in Geographical Information Systems (GIS) format.

x. Data Collection and Environmental Constraints Mapping

A site visit of the project area will be performed to document existing conditions. This task includes taking on-site photographs of existing conditions. It is assumed the Client will provide right-of-entry for the project corridor.

xi. Technical Reports

The purpose of this subtask is to prepare resource agency coordination requests and technical reports for resources that require additional assessment as defined in the risk assessment phase of the project. These technical reports will be used by TxDOT to initiate resource/regulatory agency coordination and to obtain feedback/approval from agencies, as applicable. This project is anticipated to require the following technical reports as further described below.

- Biological Evaluation Form
- Water Resources Technical Report
- Archeological Studies Project Coordination Request (PCR)
- Historical Studies PCR
- Hazardous Materials Initial Site Assessment (ISA)
- Socioeconomics Technical Report
- Air Quality Technical Report

PCRs and technical reports will be submitted to the TxDOT Dallas District and revised in accordance with comments received from TxDOT.

a. Biological Investigations

This task includes an assessment of the project's compliance with the following federal and state regulatory requirements.

- Endangered Species Act of 1973
- Migratory Bird Treaty Act and Golden Eagle Protection Act
- Fish and Wildlife Coordination Act
- Farmland Protection Policy Act
- Executive Order on Invasive Species
- Executive Memorandum on Environmentally and Economically Beneficial Landscaping
- Texas Parks and Wildlife Department (TPWD) Coordination per Memorandum of Understanding (MOU) (reissued 2013)

An assessment will be conducted for vegetation and protected habitat impacts in accordance with the 2013 MOU between TxDOT and the TPWD. Associated mapping and a Biological Evaluation Form will be completed. This task will include a review of current species lists from the TPWD and the United States Fish and Wildlife Service (USFWS) for Collin County, and a search request from the Texas Natural Diversity Database (TXNDD). Conclusions will be made, based on general observations from the visual survey and the literature review and database search, regarding whether preferred habitat or designated critical habitat for any listed species is present within the project area, whether any listed species is likely to occur, and whether there is a potential effect to listed species. This task

does not include threatened or endangered species surveys or Section 7 consultation with the USFWS under the Endangered Species Act. If necessary, these services can be provided under a supplemental scope of work.

b. Water Resources Investigations

This task includes preparing a Water Resources Technical Report to document compliance with the following:

- Section 404 of the Clean Water Act: Waters of the United States
- Section 401 of the Clean Water Act: Water Quality Certification
- Executive Order 11990, Wetlands
- Rivers and Harbors Act of 1899, Section 10
- Section 303(d) of the Clean Water Act
- Section 402 of the Clean Water Act: Texas Pollutant Discharge and Elimination System (TPDES), Construction General Permit
- Section 402 of the Clean Water Act: TPDES, Municipal Separate Storm Sewer System (MS4)
- Floodplains

A jurisdictional determination of waters of the United States, including wetlands, will be made within the anticipated ROW for the project. This determination will include delineation of the boundaries and ordinary high water mark of jurisdictional waters within the ROW. Preparation of a Preconstruction Notification (PCN), mitigation plan or a USACE Section 404 Individual Permit Application is not included in this scope of work.

c. Cultural Resources Project Coordination Requests

Cultural resources investigations must be conducted in compliance with the requirements of Section 106 of the National Historic Preservation Act (NHPA) [16 USC § 470(f)] and implementing regulations (36 CFR Part 800). Archeological investigations must be performed in compliance with the Antiquities Code of Texas (13 TAC 26 and Title 9, Chapter 191, Subchapters A-F of the Texas Natural Resources Code, as amended) due to the City of Plano being a political subdivision of the State of Texas.

A records review will be conducted to identify recorded archeological or historic sites within the area of potential effects (APE) for the proposed project. This task includes preparing Archeological and Historic Structures PCRs. This task does not include obtaining an Antiquities Permit from the THC, preparation of a research design, performing a reconnaissance survey or intensive surveys (i.e., on the ground or archival research for historic structures/districts and shovel testing/deep trenching for archeological sites), evaluation of National Register of Historic Places (NRHP) eligibility for any resources, evaluation of effects on NRHP-eligible or -listed sites,

development of mitigation plans, or Section 4(f) evaluations. These services can be provided under a separate scope of work and cost estimate, if necessary.

d. Hazardous Materials Initial Site Assessment Technical Report

A Hazardous Materials ISA will be conducted and a technical report will be prepared. The ISA will assist in determining the presence or likely presence of any hazardous substances or petroleum products in the project study area and identify any conditions that may indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the ground, groundwater, or surface water of the project area. The ISA will include records review, site reconnaissance, evaluation of recorded sites and conditions observed during the site visit, and report preparation. The scope of work does not include a Phase I Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys). If required, these additional services would be conducted under a supplemental work order.

e. Socioeconomics Technical Report

A technical report will be prepared documenting the population and income characteristics of the immediate area surrounding the proposed project, and identifying potential impacts on Environmental Justice (EJ) and Limited English Proficiency (LEP) populations as well as potential impacts on community cohesion.

f. Air Quality Technical Report

A technical report will be prepared documenting the project area attainment status relative to the National Ambient Air Quality Standards (NAAQS), as well as project exemption from an air conformity determination, project exemption from a traffic air quality analysis, and project consistency with the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program/Statewide Transportation Improvement Program (TIP/STIP).

xii. Prepare CE Determination Form

Halff will prepare and submit a draft CE Determination Form for TxDOT's consideration for approval of the proposed project.

xiii. EPIC Sheet

An environmental permits, information, and commitments (EPIC) design sheet will be prepared and submitted to the TxDOT Dallas District, and revised in accordance with comments received from TxDOT.

vi. Task 4a-xiii: Deliverables

Four (04) copies of the Flood Plain permit and four (04) copies of the CDC application and supporting documents will be provided by Halff Associates to the appropriate entity upon submittal.

Additional Services

Additional Services not included in the Proposed Scope of Work will be negotiated with the Client as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
2. Design of areas outside the limits of the project site.
3. Additions to the project scope or budget that causes additional work.
4. Additional meetings or workshops not identified in the project scope.
5. Additional work not specifically included in the above Proposed Scope of Work.
6. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
7. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
8. Design of gas, telephone or other utility improvements.
9. Printing of drawings, specification and contract documents except as noted herein.
10. Full-time construction inspection.
11. Graphic products except as noted herein.
12. Design of utilities or other improvements outside of the project boundary.
13. Quality control and material testing services during construction except for submittal reviews.
14. Traffic Engineering reports or studies.
15. Construction staking.
16. Design of major existing utility relocations or modifications.
17. Negotiations/agreements with adjacent property Owners.
18. Plat or Final plat preparation.
19. Contractor pay requests or submittals not required by the construction documents.
20. Payment of permits or filing fees required by regulatory agencies or departments obtained for the City.
21. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
22. Construction Administration services beyond what is included in the Proposed Scope of Work.
23. Preliminary or Final Punch List preparation.
24. Preparation and printing of As-Built Drawings.

Exhibit 'B'
Completion Schedule
Cottonwood Creek Trail – 2014 TAP

SCHEDULE

Task	Duration
Construction Document Preparation	56 weeks

Exhibit 'C'
Basis of Compensation
Cottonwood Creek Trail – 2014 TAP

Basic Services as described in Attachment 'A' will be provided for a total lump sum fee of **\$108,500.00**. The overall fee total shown will not be exceeded without prior written authorization for the Client.

Payment for total services as described in Attachment 'A' will be invoiced to the Client on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

WO 01 – Cottonwood Creek Trail Schematic Design and Construction Documentation

Scope	Fees
1. Topographical Survey	\$9,000.00
2. Construction Documentation Preparation	\$61,500.00
3. Reimbursable Expenses	\$1,000.00
4. Special Services (See Breakdown Below)	\$37,000.00
a. Environmental Services	(\$37,000.00)
Total	\$108,500.00

EXHIBIT "D"

LANDSCAPE ARCHITECT

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 Architect (hereinafter called "Architect") shall not start work under this contract until the Architect 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 Architect 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 Architect 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 Architect'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 Architect 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 Architect 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 Architect 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 Architect, and the Architect 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 Pools, 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Architect 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 Architect 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 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant 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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<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

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 **Halff Associates, Inc.**, a Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Halff 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]

