

STATE OF TEXAS

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COUNTY OF COLLIN

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AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Halff Associates, Inc., a Landscape Architectural Consulting Services ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in Citywide Trail Master Plan (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Consultant shall perform the services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Consultant's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, subcontractors, and consultants may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Consultant hereunder, all deliverables, materials and reports prepared by the Consultant in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Consultant shall upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Consultant as set forth in the Scope of Services.

Article III Schedule of Work

The Consultant agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for services that shows the names of the Consultant's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized

invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Consultant to perform the services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Consultant shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Peter H. Vargas
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Consultant:

Attn: Lenny Hughes, PLA
Halff Associates, Inc.
1201 N. Bowser Road
Richardson, TX 75081-2275
214-346-6266 - telephone

6.10 Insurance.

- (a) Consultant shall, during the term hereof, maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Consultant pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage This policy shall be primary to any policy or policies carried by or available to the City and shall include products/completed operations coverage with a minimum aggregate limit of \$1,000,000.00 and Person and Advertising injury coverage with a minimum occurrence limit of \$1,000,000.00; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not

less than \$500,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Consultant, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Consultant shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Consultant shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Consultant by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any

federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Consultant verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manger

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 5th day of December, 2017.

HALFF ASSOCIATES, INC.


By:  _____
Name: Jenny Husney
Title: Vice President

EXHIBIT "A"
SCOPE OF SERVICES
(TO BE ATTACHED)

EXHIBIT 'A'**SCOPE OF WORK
CITYWIDE TRAILS MASTER PLAN
CITY OF ALLEN, TEXAS****A. Introduction**

The scope of work shown in this work plan is based on the description of desired services for the City of Allen for the development of a Citywide Hike and Bike Trails Master Plan.

The scope of work covers all portions of Allen currently within the city limits, as well as linking adjacent city trail plans and corridors.

The scope of work consists of two general work phases, with several individual tasks under each:

PHASE I – Inventory & Analysis

1. Project Initiation
2. Base Mapping Preparation
3. Inventory of Key Destinations, adjacent cities, connections to schools, parks, etc.,
4. Demographic Analysis City Growth Pattern Review
5. Review Previous Studies and Plans
6. Create Goals and Objectives for Trail Plan
7. Develop Trail Standards for the Trails Plan
8. Park Board /Public Workshops
9. Online Community Survey
10. Opportunities and Constraints Map

PHASE II - Trails Master Plan

1. Develop Criteria
2. Field Review of Potential new trail corridors
3. Prepare Estimate of Probable Cost
4. Prioritize Key Corridors
5. Prepare Trails Master Plan
6. Trails Implementation Plan
7. Report Preparation and Final Approval
8. Report Original and Printing

B. Scope of Work**1.00 PHASE I - INVENTORY & ANALYSIS**

The following elements will be used in developing an assessment of the trails needs for Allen.

1.01 PROJECT INITIATION MEETING

HALFF staff will arrange a meeting in Allen with appropriate city staff. This meeting will accomplish several pre-planning objectives:

- **Orientation.** The City of Allen and the primary team leaders of Halff Associates will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- **Schedule.** The project schedule will be refined and mutually agreed upon.
- **Information exchange.** At this meeting we will discuss all documentation needs of HALFF. This will give the City an opportunity to provide information or to provide HALFF guidance in the securing of information not readily available at the time of the meeting.
- **Identify planning sectors.** The city will be divided into planning sectors based on available demographic information and previous citywide planning efforts.

Product - Initial meeting with City of Allen staff, meeting notes

Items Provided by City of Allen - Recommend staff to attend, attend meeting, provide data as required to begin planning process.

1.02 PREPARATION OF BASE MAPPING

Two levels will be illustrated, to ensure that the plan is comprehensive, yet sufficiently detailed to serve as a future guide. The base mapping will be prepared in a digital form for future use by the City of Allen (through incorporation and enhancement of existing City of Allen digital base mapping files).

Include existing and proposed thoroughfare maps, adjacent city trail plans, Collin County Regional Trails Plan and Regional Veloweb as a layer on the plan.

- **Regional level**, including all areas in the City limits, as well as adjacent city greenbelts, thoroughfares and other possible corridors
- **City-wide level**, including sectors as selected in task 1.01 above.
- **Specific trail corridors**, to be determined through the planning process

Product - Base drawings for regional level, citywide area, along key corridors

Items Provided by City of Allen - Digital copies of most recent City mapping, including regional level maps, digital aerial photography, citywide maps illustrating existing zoning and sector maps illustrating existing and proposed land use and thoroughfares.

1.03 INVENTORY OF KEY DESTINATIONS AND EXISTING CONDITIONS IN THE CITY

Key Destinations - Map the general geographic location of all key destination facilities in Allen, to include:

- a) Key city and civic facilities;
- b) Downtown CBD;
- c) Rail Corridors;
- d) Parks;
- e) Schools (by classification and type);
- f) Major retail centers;
- g) Major employers;
- h) Key entertainment centers;
- i) Key destinations in adjacent cities; and
- j) Key regional destinations as applicable

Existing Trails - Incorporate an inventory of existing public/private trails in the city and provide a short assessment of each, including:

- a) Length and width of each trail (length per city data);
- b) Location in city sector; and
- c) Type of trail;

Planned Trails - Incorporate an inventory of proposed trails in the city and provide a short assessment of the plan for each trail, including:

- a) Length and width of each trail (length per city data);
- b) Location in city sector;
- c) Type of trail; and
- d) Prioritization of projects for development.

Product - Map illustrating geographic location of each existing and currently planned trail facility in the city. Written inventory of trail facilities and written assessment of each trail.

Provided by City of Allen – Provide data on existing city trails, as well as trail planning to date. Provide information on major new trail initiatives.

1.04 DEMOGRAPHIC ANALYSIS AND GROWTH PATTERN REVIEW

From population data provided by the City of Allen and based on the Year 2010 Census data or other project census information (NCTCOG); map demographic data that includes:

- a) Current population, past growth patterns;
- b) Future growth forecasts by sector (generated from Year 2010 Census tract data if available);
- c) Typical population profile, based on sex, age, ethnicity, income and education, (based on Year 2010 Census data);
- d) Regional population characteristics;
- e) Key population needs based on demographics;

Product - Illustration of population by planning sector; existing population in table format and in plan format; population characteristics from most recently available information; future population projections.

Items provided by City of Allen - Provide population information in digital form, including existing population by sector, demographic characteristics, and year 2010 Census data in digital form.

1.05 REVIEW PREVIOUS STUDIES AND PLANS

Review other past or ongoing efforts that may influence the City's Trails Master Plan. This will include:

- a) Previous park master plan;
- b) Previous trails master plan;
- c) The current General Development Ordinance;
- d) Current city zoning and Land Use Plan; and
- e) Current and Proposed Thoroughfare Plan.

Product - Review of past studies and reports.

Items Provided by City of Allen - Provide copies of all relevant reports and documents.

1.06 CREATE GOALS AND OBJECTIVES FOR TRAILS PLAN

Develop a preliminary list of goals and objectives for the Trails System, to serve as a framework for modification by staff and the citizens of Allen. Review with City Staff and modify as appropriate per comments received.

Product - Preliminary written list of Trail System goals and objectives.

Items provided by City of Allen - Review and comment on draft version of goals and objectives.

1.07 DEVELOP STANDARDS FOR THE TRAILS PLAN

Review and update previously adopted standards used by the City of Allen.

- a) Create a draft system of trail types, such as major cross-town trails, secondary trails, recreation trails, nature trails, etc.;
- b) Develop standards and specs for each trail type;
- c) Develop trail amenity standards such as overlooks, wayfinding, seating areas and mile and ¼ mile markers;
- d) Develop two (02) sketch options to illustrate trail concept/context;
- e) Develop design standards for on-grade traffic crossings, railroad crossings, low water crossings and design considerations for vehicle bridges to accommodate trails; and
- f) Develop design standards for trailheads and trail side amenities.

Product - Draft trail facility standards for Allen in table and written format.

Items Provided by City of Allen - Previous park, trail or facility standards (if any); review and comment on proposed trail standards.

1.08 PARK BOARD WORKSHOP

Input will focus on Trail System goals and standards, as well as citizen trail preferences.

Park Board /Public Workshop Meetings Two (02)

- a) Conduct discussion meeting to discuss trail issues:
- b) Prepare flyer advertising workshop (by Halff). (Actual advertisement via radio, local newspaper, local Cable Access TV and posted flyers will be the responsibility of the City of Allen).
- c) Invite park board members and citizens to workshop (invitations by City of Allen staff).
- d) Prepare exhibits and presentation for workshops.
- e) Conduct workshop, usually lasting from 6:00 PM to 8:00 PM. Be available for informal inspection of drawings at beginnings of workshops. (Halff to record meeting in written format).
- f) Prepare written summary of key items discussed during workshop.

Products - Public input process that includes Park Board Workshops two (02).

Items Provided by City of Allen - Establish location and time for meetings; issue invitations to Park Board Workshops.

1.09 ONLINE COMMUNITY SURVEY

- a) Halff will prepare a questionnaire for an on-line community-wide survey to be administered by web.
- b) The survey will be linked to the City of Allen website by City IT staff. Halff will prepare send to the City an email "blast" announcement suitable for being transmitted to residents of the City using available email lists and databases provided and administered by the City.
- c) Review the questionnaire with City staff via conference call and modify as appropriate.
- d) Halff will analyze responses and prepare a summary of key responses in report format.
- e) The City may choose to provide prizes or other incentives to promote completion of the survey.
- f) Halff will review the results of the survey during one (1) meeting with staff.

Products – Halff shall prepare documentation for online community survey results.

Items Provided by City of Allen – The City shall assist in the development of the survey questionnaire; assist in linking the survey instrument to the City website.

1.10 PREPARE TRAIL OPPORTUNITIES AND CONSTRAINTS MAP

Prepare maps/illustrations as appropriate that demonstrate key needs. Maps will illustrate:

- a) Key citywide destinations;
- b) Key existing trails corridors;
- c) Key potential future trail corridors (in general, prior to on the ground detailed assessment of specific corridors);
- d) Key future areas to be served;
- e) Key opportunity areas for trails; and
- f) Key constraints (i.e. Sam Rayburn Tollway (SRT) 121, existing development, etc.).

Products - Written summary of Trail System needs and existing conditions, in text, table and plan format. Map illustrating key destinations and potential corridors by sector.

Items Provided by City of Allen - Review mapping and summary report and comment as applicable.

2.00 PHASE II – TRAILS MASTER PLAN

2.01 DEVELOP CRITERIA FOR EVALUATION OF POTENTIAL TRAIL CORRIDORS

Develop criteria for new trail development. The criteria may include:

- a) Availability for use as a trail corridor;
- b) Location where most critically needed;
- c) Potential for linkage and connectivity with key destinations;
- d) Connections to CBD and Retail/Shopping Centers;
- e) Ecotourism;
- f) Natural vegetation and ease of development; and
- g) Potential acquisition and development cost.

Product - Criteria for new candidate trail corridors

Items Provided by City of Allen - Review and comment.

2.02 CONDUCT FIELD REVIEW OF KEY TRAIL CORRIDORS AND PREPARE DRAFT GENERAL ALIGNMENT

Evaluate corridors in existing as well as undeveloped portions of Allen to determine their suitability for potential trail corridors. Use criteria developed above. Use a combination of walking, driving and map evaluation to provide general assessment of key corridors in the city.

Evaluate key corridors, as agreed to by Staff and planning team.

Develop aerial photograph linear map for each key corridor that is selected for evaluation. Illustrate key constraints and draft alignment for each key corridor.

Product – Field review and draft alignment for key corridors

Items Provided by City of Allen - Review and comment as appropriate.

2.03 PREPARE ESTIMATE OF PROBABLE COST FOR KEY TRAIL CORRIDORS

Using the preliminary alignments developed above, prepare estimate of probable cost for each key corridor in the city. Review with staff and modify as necessary.

Product – Preliminary cost estimates in table format

Items Provided by City of Allen - Review and comment as appropriate.

2.04 PRIORITIZE KEY TRAIL CORRIDORS AND ALIGNMENTS

Prepare a plan illustrating all recommended improvements. These will be presented in three major categories:

- a) Key destinations
- b) Existing trails
- c) Proposed trail corridors, color coded based on priority assignment

Product - Prioritization criteria; ranking of top recommended improvements.

Items Provided by City of Allen - Review and comment as appropriate.

2.05 PREPARE THE TRAILS MASTER PLAN DOCUMENT

Prepare a Trails Master Plan document. Use the Regional Velo-web, Collin County Trails Plan as reference for Allen plan document. All components noted above will be coordinated with NCTCOG and follow current AASHTO and TxDOT standards and guidelines.

A Citywide Trails Master Plan illustrating the components that are recommended will be prepared. This plan will consider these key elements:

- a) **Short range improvements** to meet immediate needs.
- b) **Long range improvements** to meet population growth and to enhance the trails system.
- c) **Opportunities for acquisition of key open space areas**, to go along with trail corridors as available.
- d) **Trail recommendations** per the Trails Master Plan.
- e) **Cost estimates** per the recommended Trail Master Plan improvements.
- f) **Program modifications** and improvements to address key trail programming needs.
- g) **Trail Standards** and guidelines for city operations, maintenance and trail development.

Product – Trails Master Plan document and maps.

Items Provided by City of Allen- Review and comment as appropriate.

2.06 DEVELOP A TRAILS IMPLEMENTATION PLAN

Prepare typical cost figures for individual facility items, such as different trail types, trail head facilities and land / corridor acquisition.

Review past sources of trail development funding and recommended potential sources of funding for the trails proposed in the Master Plan.

Prepare a written summary documenting other recommended modifications to the system in the areas of:

- a) Operational and maintenance;
- b) Estimate of Development Cost; and
- c) Trail planning and development.

Product - Implementation plan in written format

Items Provided by City of Allen - Provide current and past C.I.P. reports and Parks department budgets (for past three years). Provide records of past grants and other non-city funding sources. Review Implementation plan and comment.

2.07 REPORT PREPARATION AND APPROVAL

The information compiled in each of the tasks above will be combined into a high quality printed report, suitable for review and approval by the City Staff, City Council and citizens of Allen.

- a) Preparation of Report and Submittal of Draft to Parks Department for Review;
- b) **One (01)** briefing presentation / hearing to the City Council;
- c) Revisions based on comments received and preparation of a camera-ready original; and
- d) Approval of the master plan by the City Council.

Products - Report two (02) draft copies), one MS Word document and in PDF format, review with staff, presentation to City Council.

Items Provided by City of Allen - Review and comment of draft report.

2.08 REPORT PRINTING

We will oversee the production of a high quality digital original of the report for use in printing by the City of Allen.

Product - Camera ready original of the report.



1201 N. Bowser
Richardson, Texas 75081
(214) 346-6200
Fax (214) 739-0095

Items Provided to City of Allen - Final printing of the report – Two (02) final full color copies to be delivered to City of Allen, along with digital copy of report in MS Word document and in PDF format on CD-Rom.

End of Exhibit 'A'

EXHIBIT 'B'**BASIS OF COMPENSATION
CITYWIDE TRAILS MASTER PLAN
CITY OF ALLEN, TEXAS*****Basic Services – Fee Summary***

Planning services as described in Exhibit 'A' will be provided by Halff Associates Inc. on a lump sum basis, with an authorized maximum Base Fee of \$58,750. The budget shown includes normal project expenses such as the cost of acquiring maps, reports and other documents necessary for the planning effort, printing of draft and final reports, delivery services, computer plots, computer charges and travel normally associated with production of these services. The overall fee total shown will not be exceeded without prior written authorization by the City. Below is the cost breakdown of services to be provided.

Item no.	Item	Professional fee
		Base Proposal
1	Phase I – Inventory & Analysis	\$29,500.00
2	Phase II – Trails Master Plan	\$28,000.00
3	Expenses	\$ 1,250.00
	TOTAL	\$58,750.00

Items (1) thru (2) will be billed lump sum monthly based upon percentage complete of the tasks and may include partial payments of the total amount designated for each item.

Payment for Additional Services as described in Exhibit "B" will be computed on the basis of salary cost times a multiplier of 2.3 to determine the payment due for services. Salary cost is defined as the cost of salaries for time directly chargeable to the project, plus social security contributions, unemployment excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation and holiday applicable thereto. The multiplier is a factor that compensates the Engineer and Planner for overhead and profit.

Payments shall also include Direct Non-Labor Expenses that, in general, include expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home and similar incidentals. The Direct Non-Labor expenses shall be reimbursable at actual



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invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project, which will be charged at actual cost.

ADDITIONAL SERVICES

Additional services, not included in the Scope of Services, will be negotiated with the City of Allen 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:

- Development of construction documents, except for trail standard and specs for each trail type
- Trail design
- Revisions to plans requested by the City after master plan is approved
- Graphic products except as noted herein
- Attendance or preparation for meetings and public hearings except as noted herein
- Environmental services
- Traffic engineering report or studies
- Negotiations/agreements with adjacent property owners
- Preparation of easement descriptions and exhibits not included on plat

Hourly rates are as follows:

Principal:	\$280
Project Manager:	\$235
Park Planner:	\$120
Graphic Designer:	\$122
Planner:	\$100
GIS/CAD Operator:	\$90
Secretarial/clerk:	\$70

- Printing of plan and specification sets in addition to bid sets specified (e.g., interim review sets (quantity undetermined), etc.).
 - Plots - \$10.00/(24"x36") sheet + \$5.00 binding
 - Print copies - \$1.00/(24"x36") sheet + \$5.00 binding
 - B&W Copies - \$0.10/(8.5"x11") sheet + \$5.00 binding
 - Color Copies - \$1.50/(8.5"x11") sheet + \$5.00 binding
 - Faxes - \$1.00/sheet
 - CD file copy - \$20.00
- Courier or delivery service.
 - \$15.00 + mileage
- Postage.
 - \$0.41 + weight and/or standard rate at time of approval
- Mileage incurred (site visits, meetings, etc.)
 - \$0.57 per mile and/or standard rate at time of approval

End of Exhibit 'B'