

September 8, 2010

Ms. Julie Smith Manager Office of Environmental Stewardship 1550 College Street, Building D McKinney, Texas 75069

DELIVERED VIA ELECTRONIC MAIL

Letter Proposal / Scope of Work for Environmental Services Subject:

Consulting Services for Completing Sections of a Sustainability Plan

Office of Environmental Stewardship, City of McKinney, Texas

Dear Ms. Smith:

Gresham, Smith and Partners (GS&P) is pleased to submit this cost proposal to the Owner, the City of McKinney (City) Office of Environmental Stewardship to provide consulting services for completing sections of a sustainability plan. In the review and understanding of the scope of work, GS&P will provide the following environmental services.

Scope of Work

The scope of services proposed under this Professional Services Agreement include the development of a Community Sustainability Plan using Energy Efficiency and Conservation Block Grant funding provided through the United States Department of Energy (DOE).

Task 1 – Project Kick-off Meeting

GS&P will participate in a project kick-off meeting with City staff to review the project scope of work, discuss project expectations, identify and confirm points of contact, verify billing procedures and set the schedule for meetings, deliverables and progress reporting. An additional project orientation meeting will be held with a larger group of participants and stakeholders to review the project scope of work and gather existing, relevant sustainability program information, where available. Consideration of the City's existing Comprehensive Plan. as well as other initiatives under way such as the Master Bike Plan, will be discussed for clarification and up front complementary coordination.

Deliverables: Meeting minutes and a draft project schedule.



Task 2 – Identify Key Stakeholders

The team will coordinate with the City to identify key stakeholders. These key stakeholders include City employees on the Green Team and community members knowledgeable and interested in sustainability and closely related topics to sustainability. GS&P is aware of the City's Green Advisory Committee which may be determined, per the direction of the City, to serve as the key stakeholders for this project or may be reformulated. The contact information for each key stakeholder will be identified as part of this process.

Task 3 – Define "Sustainability"

GS&P will provide opportunities for residents to participate in defining sustainability for the City of McKinney. Examples of definitions currently in use by other organizations can be provided by GS&P to assist with the City's definition refinement process. Assistance in determining the appropriate level of review and adoption of the definition will also be provided by GS&P.

Deliverables: Meeting notes summarizing the sustainability definition and the agreed upon approach for definition adoption.

<u>Task 4 – Stakeholder Participation</u>

GS&P will work with the City to engage internal and external stakeholders, identified in Task 2, in the Sustainability Plan development process. The stakeholder participation strategy will include interviews, stakeholder group development, community meetings, target audience identification and definition and information dissemination. The stakeholder selection and involvement process will be executed in close coordination with the City.

A. Sub-task A – Stakeholder Interviews

The team will conduct interviews with key stakeholders identified in Task 2. Interviews will provide information to assist the team to determine the members of the stakeholder groups as well as to receive input on the issues, opportunities and constraints that may impact Plan development. Interviews will be conducted to identify approximately 20 key stakeholders.

Deliverable: Matrix listing interview responses.

B. Sub-task B – Build Stakeholder Groups

GS&P recommends an internal and external stakeholder group be developed to build the Plan. The team will assist the City with coordinating with any existing City committees, such as the Green Team, and to identify any new committees that may need to be established. Related activities may include contacting existing City employee committees and researching and contacting existing community groups with knowledge and interest in sustainability related activities.



C. <u>Sub-task C – Community Meetings</u>

GS&P will coordinate and facilitate three or four community meetings to educate, receive public input, promote participation and buy-in, and receive comments on the draft Plan.

Meetings will be scheduled to occur in conjunction with existing public meetings on two separate days, as determined feasible by the City.

Additional community input and participation will be gathered through social media and the City's website.

Deliverable: A summary report of meeting discussion content, meeting materials, and materials for posting to website.

D. <u>Sub-task D – Identify and Define Target Audiences</u>

As a part of the process of building support for culture change, target audiences and the associated message will be identified. Specifically, GS&P will work closely with the City to first identify groups both internally at the City as well as externally in the community that will be the audience(s) of a focused message campaign. Secondly, a messaging strategy to effectively communicate with each audience group will be developed. Considerations for the messaging strategy may include access to technology such as social networking sites, availability of traditional media as well as message content and delivery options.

E. Sub-task E – Information Dissemination

GS&P will work with the City to determine the best messaging tools to reach each target audience, identified in Sub-task D. The messaging strategy options suggested in Sub-task D will be considered for effectiveness, availability and timeliness. The best messaging portals and approach, by target audience, will be summarized. GS&P will assist the City in utilizing the existing web page, as well as social networking tools such as Twitter and Facebook.

Deliverable: A summary report of messaging approach to include a list of target audiences and possible associated messaging portals.

Task 5 - Baseline Analysis

GS&P will coordinate with the City to inventory and analyze existing sustainability-related City programs and initiatives. Building on the successes and lessons-learned of City efforts is a focus of the baseline analysis. The extent and detail of the baseline analysis will be dependent on available existing information.



A. Sub-task A – City Employee Interviews

The team will conduct interviews with City employees to gather information on sustainability programs that have been implemented and/or are no longer in place. The interviews will provide information on the types of sustainability programs currently established, the reach and involvement of each program with either City employees or the community at large, the metrics being measured as well as identified accomplishments to date. Information on sustainability programs that are either no longer in place or new programs that are currently under review or have been proposed will be gathered

Deliverable: Matrix listing interview responses.

B. Sub-task B - City Resource Review

GS&P recommends reviewing and comparing City plans, policies, current and proposed ordinances and related documents, such as the Comprehensive Plan, that may impact or be complementary to the Sustainability Plan. GS&P will coordinate with the City to locate potential related Plan information, including coordination with other consultants working on related Plans, such as the Master Bike Plan and water and energy conservation efforts. An evaluation of the information for relevance and applicability for coordination with the development of the Sustainability Plan will be conducted by the GS&P team.

Assumption – The City will provide timely access to required individuals and data resources.

C. Sub-task C – Review Existing Metrics

GS&P will review the City's existing metrics such as greenhouse gas (GHG) inventories, water consumption data, energy consumption data, economic development metrics, and number and type of educational outreach activities. A list of metrics, new and existing, and associated department and/or programs will be summarized for Plan incorporation.

Deliverable: A summary report of existing metrics and associated relevant data.



Task 6 - Benchmarking and Gap Analysis

GS&P proposes a benchmarking exercise to provide the City with information on current activities as they relate to similar municipalities in the United States. The GS&P team will request and review information already collected by the City for use in the benchmarking and gap analysis. After review of the information and if necessary, GS&P will collect any additional sustainability information on other cities commonly used by the City for standard benchmarking purposes. Additionally, the GS&P team will work with the City to identify other cities with similar programs of interest on which to collect information. Up to 10 cities will be reviewed for benchmarking against the City of McKinney.

Based on information collected in Tasks 4 and 5, the GS&P team will develop a gap analysis matrix comparing the existing City sustainability programs, ordinances, best management practices and metrics to information gathered from other cities of interest. Gaps will be identified on the matrix as well. The gap analysis will further assist the GS&P team to finalize the sustainability areas of interest to be addressed in the Sustainability Plan.

Deliverable: Gap analysis matrix.

Task 7 – Review and Ranking of Plan Program Elements

GS&P will review the information collected in the previous tasks to determine the priority ranking of the Sustainability Plan components. This includes Sustainability Plan components developed by other related sustainability efforts currently under way or planned by the City. Points to be considered include the City's sustainability goals, Plan components, proposed programs and metrics with the associated benefits, costs (both human and financial), feasibility, visibility and implementation expectations. Potential sources of funding and outside human resources that may be available to provide Plan implementation support will be identified by GS&P.

The results of Task 7 will be provided in a matrix format. In addition, the GS&P team will be available to present the information to the internal and external stakeholders as requested by the City.

Deliverable: Plan Program Element Matrix. Additional documentation as requested by the City.

Task 8 - Draft and Final Plan

GS&P will work closely with the City to develop a Plan outline and format that serves the needs of the City. The format and length of the Plan document will be determined based on input received from the City and other stakeholders. At a minimum, the Plan will include the process, decisions, overall recommendations, metrics and timelines for implementation.



GS&P will provide a draft of the Plan to the City as well as stakeholders, as appropriate. Once comments are received by GS&P on the draft document, GS&P will finalize the draft within 15 days.

Deliverables: A draft and final Plan.

Task 9 - Implementation Plan

GS&P will assist the City to identify and execute a variety of approaches and tools to successfully implement the Sustainability Plan. This will include identification of grant opportunities for programs and measures outlined in the Plan, as well as metric reporting tools and tracking systems.

Deliverables: Memorandum outlining potential approaches and reoccurring grant opportunities. Email notifications of grants as they become available over the course of the contract term.

Project Schedule

GS&P will complete this proposed scope of work according to the following schedule:

- Task 1 Schedule the kick-off meeting within two weeks of the authorization to proceed.
- Tasks 2 9 The schedule for the remaining tasks will be determined during the kick-off meeting, per the direction of the City.

Assumptions

The following general assumptions apply to the proposed scope of work.

- Deliverables will be provided electronically, including an editable version, to the City of McKinney.
- All meetings will be conducted at the City of McKinney offices or GS&P's Dallas office.
- The City will provide timely access to required individuals and data resources.

Estimated Fee and General Provisions

GS&P is proposing a time and material not to exceed amount of \$119,664 to complete the services in accordance with Exhibit A – General Provisions of Architect-Engineer Agreement for Professional Services and as detailed in Exhibit B – Estimated Not to Exceed Fee breakdown. GS&P proposes to invoice the City of McKinney monthly on a time and material basis providing



back up for reimbursable expenses upon request. The task line item amounts identified in Exhibit B may be adjusted without further authorization for the approved scope as long as the total amount of the approved contract amount remains unchanged.

GS&P has partnered with CP&Y, Inc. and McKinstry to assist in the completion of these tasks.

We greatly appreciate this opportunity to assist the City of McKinney in developing their Community Sustainability Plan. We look forward to working with you. If you have any questions, please contact Laura Fiffick at (972) 533-7779.

Sincerely,

Laura Fiffick, P.G.

GRESHAM, SMITH AND PARTNERS

Principal	Executive vice President							

Attachments: Exhibit A - General Provisions of Architect-Engineer Agreement for Professional

John A. Lengel Jr., P.E.

Services

Exhibit B - Estimated Not to Exceed Fee

AUTHORIZATION TO PROCEED:

By:	Date:			
Title:				

GRESHAM, SMITH AND PARTNERS

Exhibit A - General Provisions of Architect-Engineer Agreement for Professional Services

ARTICLE 1. GENERAL

These General Provisions are incorporated as an integral part of the letter-type Agreement to which they are attached between Gresham, Smith and Partners, a Nashville, Tennessee General Partnership, their officers, directors, partners, employees, and consultants, herein referred to as GS&P, and the CLIENT (OWNER) of the Project addressed in such letter-type Agreement, wherein the CLIENT engages GS&P to provide certain architectural and/or engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the GS&P Proposal Letter, which becomes the Letter Agreement upon its written acceptance by the CLIENT, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. In event that these provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. Unless the schedule is a requirement of the Agreement, the work shall proceed in a timely manner as determined by GS&P.

ARTICLE 3. COMPENSATION TO GS&P

- A. Compensation to GS&P for professional services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.
- 1. A Lump Sum method of payment for GS&P's services shall apply to all parts of a work scope where GS&P's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to GS&P within 30 days of date of invoice based on the percentage of completion of GS&P's services.
- 2. An Hourly Rate method of payment for GS&P's services shall apply to all or parts of a work scope where GS&P's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, GS&P shall be paid for the actual hours worked on the Project by GS&P's technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and profit. A rate schedule shall be furnished by GS&P to CLIENT upon request. The CLIENT shall make monthly payments within 30 days of the invoice date based on the amount of work completed.
- B. In addition to the foregoing, GS&P shall be reimbursed charges for the following Expenses when incurred in the performance of the work:
 - 1. Travel and subsistence.
- 2. Outside professional and technical services and agency fees with cost defined as the amount billed GS&P plus 10%.

3. Identifiable charges for reproduction and reprographics, and delivery costs.

The CLIENT shall make monthly payments to GS&P within 30 days of date of invoice for services provided and expenses incurred to date, accompanied by supporting evidence as required and stated in the Letter Agreement.

C. The CLIENT will pay the balance stated on all invoices unless CLIENT notifies GS&P in writing of the particular item that is alleged to be incorrect within 15 days from the date of receipt of the invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition, GS&P may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until GS&P has been paid in full for all amounts then due for services, expenses and charges. GS&P's fees for the remaining services and the time schedules shall be equitably adjusted. The CLIENT additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

ARTICLE 4. GOVERNMENT APPROVAL

GS&P shall provide services defined herein based on education, training, experience, and judgment as a design professional familiar with the industry. Since GS&P has no control over government agencies responsible for review and approval of designs, GS&P cannot and does not guarantee government approval. GS&P shall not be liable for damages resulting from the actions or inactions of government agencies, and GS&P shall only act as an advisor in all governmental relations. CLIENT agrees that payment of professional fees is not contingent upon approvals by a governmental body or agency.

ARTICLE 5. ADDITIONAL SERVICES

If GS&P is of the opinion that work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes additional services; GS&P shall promptly notify the CLIENT of that fact. Additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties prior to proceeding with any additional services or related expenditures.

In the event of unresolved dispute over change in scope or changed conditions, this Agreement may be terminated upon 7 days written notice as provided in Article 6.

ARTICLE 6. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to GS&P.

In the event of reduction in scope of the Project work, GS&P shall be paid for the work performed and expenses incurred on the project work thus reduced and for all completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

Initial ____ / __ Page 1 of 3 v. 05/8/2008 *GS&P CLIENT*

GRESHAM, SMITH AND PARTNERS

Exhibit A - General Provisions of Architect-Engineer Agreement for Professional Services

In the event of termination and payment by the CLIENT of amounts due for work performed and expenses incurred to the date and time of termination, computed in accordance with the provisions of Article 3 and the Letter Agreement, hard copies of all documents, finished or unfinished, prepared by GS&P under this Agreement shall be made available by GS&P to the CLIENT and up to two (2) years thereafter. The Parties shall have no further obligation to each other on account of such termination under this Agreement.

ARTICLE 7. INSTRUMENTS OF SERVICE

Maps, tracings, reports, resource materials and other documents, including those in electronic form, prepared by GS&P are Instruments of Service. GS&P shall be deemed the author and owner of the respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. At the time of completion or termination of the work, and up to two (2) years thereafter, GS&P shall make available to the CLIENT hard copies of all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by GS&P for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to GS&P. In this regard, the CLIENT will indemnify and hold harmless GS&P from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by GS&P in writing.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

- A. To permit GS&P to perform the services required under this Agreement, the CLIENT shall provide, in proper time and sequence, the following at no expense to GS&P.
- 1. All necessary information regarding CLIENT requirements as necessary for orderly progress of the work.
- 2. Designate in writing, one person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT'S requirements with respect to GS&P's Services.
- 3. Furnish, as required for performance of GS&P's services (except to the extent as provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations; laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
- 4. Provide access to, and make all provisions for GS&P to enter upon publicly or privately owned property as required to perform the work.
- 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and

consents from others as may be necessary for completion of the Project.

- 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by GS&P, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of GS&P.
- 7. Give prompt written notice to GS&P whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing or GS&P's services or any defect in the work of GS&P.
- 8. Both parties acknowledge that GS&P's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the GS&P or any other party encounters any hazardous or toxic materials, or should it become known to GS&P that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of GS&P's services, GS&P may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or GS&P may reasonably request with regard to legal issues pertaining to the Project including any such inspection services as CLIENT may require in accordance with Article 8.A.3. and in compliance with any law, rule, regulation, ordinance, code or order applicable to the Scope of Work.
- 10. Provide "record" drawings and specifications for all existing physical plants, buildings, or facilities and other improvements, which are pertinent to the Project.
- Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.
- B. GS&P shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If GS&P finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, GS&P shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF PROBABLE COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are made on the basis of GS&P's experience and represent GS&P's judgment as an experienced design professional. It is recognized, however, that GS&P does not have control over the cost of labor, material, equipment or services furnished by others, or over market conditions or others' methods of determining prices.

Accordingly, GS&P does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by GS&P to CLIENT hereunder. If CLIENT wishes greater assurance as to Total Project Cost, CLIENT shall employ an independent cost estimator.

Initial ____ / __ Page 2 of 3 v. 05/8/2008 *GS&P CLIENT*

Exhibit A - General Provisions of Architect-Engineer Agreement for Professional Services

ARTICLE 10. CONSTRUCTION PHASE SERVICES

The Scope of Work under this Agreement does not include construction phase services and the CLIENT acknowledges that should such services be required by GS&P, those services will be performed under a separate design agreement. CLIENT acknowledges that, should such services be provided by others, it is customary for the design professional hired to prepare and furnish construction documents to provide professional services during the bidding and construction phases of the Project.

CLIENT agrees that if a design professional is not employed to provide professional services during any bidding or construction phase of the Project, GS&P will not be responsible for, and CLIENT shall indemnify and hold GS&P harmless from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, or modification of GS&P's services issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release GS&P from liability for failure to perform in accordance with professional standards of care for the services performed under this Agreement.

ARTICLE 11. ERRORS AND OMISSIONS

In providing services under this Agreement, GS&P will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If an error or omission is discovered and the item can still be provided in the sequence of professional services without premium cost to the CLIENT, the CLIENT agrees to pay for this item as if it had been included in the original instruments of service. If this error or omission is discovered out of sequence with the milestone schedule, then GS&P will pay for the premium cost to have this instrument of service corrected or included.

ARTICLE 12. LIMIT OF LIABILITY

GS&P's liability is limited to the amount of \$50,000. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of GS&P and GS&P's officers, directors, partners, employees, and GS&P's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of GS&P or GS&P's officers. directors, partners, employees, or GS&P's Consultants, or any of them, shall not exceed the total amount of \$50,000.

ARTICLE 13. INSURANCE

GS&P maintains insurance coverage including Workers Compensation Insurance, Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. Certificates of Insurance will be furnished upon annual written request. GS&P agrees to attempt to maintain Professional Liability coverage for the period of one (1) year following submission of final deliverables as defined by this Agreement, if such coverage is reasonably available at commercially affordable premiums.

ARTICLE 14. DISPUTE RESOLUTION/MEDIATION/LITIGATION

In an effort to resolve conflicts that arise during the performance of services under this Agreement the CLIENT and GS&P agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise.

In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.

ARTICLE 15. INDEMNIFICATION

In addition, and notwithstanding any other provisions of this Agreement, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless GS&P, its officers, directors, employees and subconsultants (collectively, GS&P) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance by the parties above named for the services under this Agreement, excepting only those actual damages, liabilities or costs to the extent caused by GS&P's negligent acts, errors or omissions.

ARTICLE 16. ASSIGNMENT

CLIENT acknowledges that, should such services be provided by others, it is customary for the design professional hired to prepare and furnish construction documents to provide professional services during the bidding and construction phases of the Project. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or GS&P.

ARTICLE 17. CONTROLLING LAW

This Agreement shall be governed by the laws of the State in which the Project is located.

Initial _____/ ____ GS&P CLIENT Page 3 of 3 v. 05/8/2008

Exhibit B Estimated Not to Exceed Fee City of McKinney Sustainability Plan Consulting Services

Task	Personne Description	Associate	Project Manager	Environmental Scientist	Environmental Intern	Total	Total Fee	Reimbursable Subconsultant Expense	Reimbursable Project Expenses	Total Reimbursable Expenses	Total Project Cost
	Rate/hour	¹ \$185	\$142	\$105	\$80	Hours					
1	Project Kick-off Meeting	6	2	6		14	\$ 2,024.00	\$ 1,000.00	\$ 150.00	\$ 1,150.00	\$ 3,174.00
2	Identify Key Stakeholders	12	1	24		37	\$ 4,882.00		\$ 150.00	\$ 150.00	\$ 5,032.00
3	Define "Sustainability"	12	1	24		37	\$ 4,882.00		\$ 400.00	\$ 400.00	\$ 5,282.00
4	Stakeholder Participation	60	3	100	20	183	\$ 23,626.00	\$ 7,000.00	\$ 950.00	\$ 7,950.00	\$ 31,576.00
5	Baseline Analysis	12	1	40	40	93	\$ 9,762.00	\$ 4,500.00	\$ 150.00	\$ 4,650.00	\$ 14,412.00
6	Benchmarking and Gap Analysis	12	1	32	80	125	\$ 12,122.00	\$ 3,500.00	\$ 500.00	\$ 4,000.00	\$ 16,122.00
7	Review and Ranking of Plan Program Elements	16	1	20	60	97	\$ 10,002.00	\$ 3,000.00	\$ 150.00	\$ 3,150.00	\$ 13,152.00
8	Draft and Final Plan	24	1	60	140	225	\$ 22,082.00	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ 23,582.00
9	Implementation	6	1	12	4	23	\$ 2,832.00	\$ 4,000.00	\$ 500.00	\$ 4,500.00	\$ 7,332.00
	Total	160	12	318	344	834	\$ 92,214.00	\$ 24,000.00	\$ 3,450.00	\$ 27,450.00	\$ 119,664.00

110 664 00