Memo

City of Morgantown
Department of Public Works and Engineering

To: Jeff Mikorski, City Manager

From: Terry Hough, Director

Subject: Walnut Street Streetscape Project Engineering Firm Selection

Date: January 16, 2014

In accordance with Chapter 5G of the West Virginia Code, and as outlined in the West Virginia QBS Selection Manual, a consultant was selected to provide Architectural/Engineering services for the design of the Walnut Street Streetscape project. Advertisements were placed in two publications requesting interested parties to submit qualifications. The ads ran on Nov. 25, 2013 and Dec. 2, 2013 with the deadline for submission of Dec. 9, 2013. The City received submissions from nine (9) A/E firms as follows:

1. E.L. Robinson Engineering
2. Stantec
3. Larson Design Group
4. EG&G
5. Chapman Technical Group
6. AECOM
7. HRG
8. Triad Engineering
9. Thrasher Engineering

A short list of five (5) firms was selected as follows:

1. Stantec
2. Larson Design Group
3. AECOM
4. HRG
5. Thrasher Engineering

Interviews with the firms were held on January 5, 2013. Following the interviews, AECOM was the firm selected to continue to the negotiation phase. As a result of the negotiations, attached is a proposed contract outlining the Scope of Work and Compensation Schedule for AECOM to provide the Engineering Services for the Walnut Street Streetscape Project. After reviewing the contract, I would recommend that AECOM be awarded the project for a proposed cost of $143,150.00. This cost covers the design of the project plus the full-time field inspection work.

If you have any questions or need any additional information, please do not hesitate to contact me.

AECOM

AECOM
150 Clay Street
Suite 430
Morgantown, WV 26501
www.aecom.com

304 292 8145 tel
304 292 8146 fax

January 15, 2014

City of Morgantown
389 Spruce Street
Morgantown, WV 26505

Attention: Terry L. Hough, P.E.
Public Works Director/City Engineer

RE: Technical and Price Proposal
Engineering, Design, and Architectural Services
Walnut Street Infrastructure Improvement Project
Historic Central Business District
City of Morgantown

Ms. Hough:

As your former partner on the High Street Streetscape Improvement Project, we are now excited to contract with the City of Morgantown again to provide engineering, design, and architectural services for a similar infrastructure improvement project for Walnut Street, from Spruce Street to High Street.

The attached proposed consulting services agreement is based on a general understanding of the project from discussions during our January 7, 2014 interview meeting and subsequent conversation. The scope of services is for the following tasks:

1. Site Investigations (including Program Development; Sidewalk Vault Investigations; and Surveying and Mapping services by Triad Engineering, Inc. as a subconsultant to AECOM)
2. Preliminary Design
3. Final Design
4. Services during Bidding/Negotiation
5. Services during Construction (including Construction Administration and Full-Time Field Representative)

If accepted by the City of Morgantown, please have both copies properly executed, and return to our office for further handling.

We look forward to the successful completion of another project with the City of Morgantown.

Sincerely,
AECOM Technical Services, Inc.

David L. Weaver, PE
Senior Project Manager

Keith R. Sala, PE
Associate Vice President, Transportation
Pittsburgh/WV Operations Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of _____, 2014, by and between City of Morgantown, 389 Spruce Street, Morgantown, West Virginia 26505 (hereinafter referred to as "Client"), and AECOM Technical Services, Inc., a corporation organized under the laws of the State of California (hereinafter referred to as "AECOM").

WHEREAS, Client plans to undertake a project known as Walnut Street Infrastructure Improvement Project (hereinafter referred to as the "Project") requiring professional services and desires AECOM to perform such services associated therewith (hereinafter referred to as the "Services"); and

WHEREAS, AECOM is desirous of performing the Services required; and

WHEREAS, Client and AECOM desire to enter into a basic Agreement to cover the Services required as more particularly described hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

ARTICLE 1
Scope of Services

1.1 A written definition of the Services to be performed by AECOM is set forth in Appendix A, Scope of Services, attached hereto and made a part hereof.

1.2 AECOM shall perform or cause to be performed those Services described in Appendix A in accordance with applicable laws, regulations and codes, and with the provisions of this Agreement. Changes to any such laws, regulations or codes, or the enactment of new laws, regulations or codes applicable to the Services after the effective date of this Agreement may be the basis for modifications to Client's responsibilities or to AECOM's scope of services, times of performance, and/or compensation. If, during AECOM's review of applicable laws, regulations, and codes, AECOM identifies any conflict between such laws, regulations, and codes, AECOM shall notify Client of the nature and impact of such conflict. Client agrees to cooperate and work with AECOM in an effort to resolve any such conflict.

1.3 AECOM acknowledges the importance to Client of Client's Project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule. Client understands, however, that AECOM's performance must be governed by sound professional practices.

1.4 Client and AECOM shall meet prior to the commencement of Services, with a view to agreeing generally upon Project premises, schedules, number and kinds of employees to be used by AECOM for the purpose of facilitating performance of the Services, general agreement on accounting and other procedures, the time of acceptance by Client of the completed Project and other related matters. It is understood that AECOM will not proceed with Services until receipt of authorization to do so from Client.

ARTICLE 2
Client Responsibilities

Unless otherwise indicated in Appendix A, Client shall do or provide the following in a timely manner so as not to delay the Services:

2.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to AECOM's Services for the Project.

2.2 Provide all criteria and full instructions as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications.

2.3 Assist AECOM by placing at AECOM's disposal all available information pertinent to the Project including previous reports and any other data relative to design or constructions of the Project such as the following:

2.3.1 data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

2.3.2 appropriate professional interpretations of all of the foregoing;

2.3.3 environmental assessment and impact statements;

2.3.4 property, boundary, easement, right-of-way, topographic and utility surveys;

2.3.5 property descriptions; and

2.3.6 zoning, deed and other land use restrictions;

all of which AECOM may use and fully rely upon in performing Services under this Agreement.

2.4 Arrange for access and to make all provisions for AECOM to enter upon public and private property as required for AECOM to perform Services under this Agreement.

2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others and Client as may be necessary for completion of the Project.

2.6 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by AECOM and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of AECOM.

2.7 Give prompt written notice to AECOM whenever Client observes or otherwise becomes aware of any defect in the project.

ARTICLE 3
Compensation and Terms of Payment

3.1 Client shall compensate AECOM for the Services performed under this Agreement in accordance with Appendix B, Compensation, attached hereto and made a part hereof.

3.2 Invoices shall be submitted monthly by AECOM, are due upon presentation, and shall be considered past due if not paid within 30 days after Client receipt of the invoice. If payment is not received by AECOM after 45 days after Client receipt of the invoice, Client shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is lower,

of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 If Client objects to any portion of an invoice, Client shall so notify AECOM in writing within 10 days of receipt of the invoice. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in AECOM's favor and unpaid for more than 45 days after date of submission.

3.4 In the event legal action is necessary to enforce the payment provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred as determined by the Court. If both parties receive judgment in any dollar amount, the court will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

3.5 Payments Upon Termination.

3.5.1 In the event of any termination under the terms of this Agreement, AECOM will be entitled to invoice Client for all services performed or furnished and all expenses incurred through the effective date of termination

3.5.2 In the event of termination by AECOM for cause, in addition to invoicing for those items identified in paragraph 3.7.1, above, AECOM shall be entitled to invoice Client and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with AECOM's consultants, and other related close-out costs.

3.6 If any payment provided for hereunder is to be made on some basis other than a lump sum price, AECOM shall not provide, nor be obligated to provide any services, the charges for which would exceed the amount of compensation authorized by Client without the written authorization of Client.

ARTICLE 4
Termination; Suspension

4.1 This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

ARTICLE 5
Force Majeure

5.1 Neither party shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including, but not limited to, any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage or the acts of third parties (a "Force Majeure Event").

5.2 Upon completion of the Force Majeure Event the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

5.3 A Force Majeure Event does not relieve a party from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner that matured prior to the occurrence of that event.

ARTICLE 6
Ownership of Documents

6.1 Client shall be considered to be the owner of all documents, drawings, plans, and specifications prepared by AECOM pursuant hereto, except those documents comprising procedures and calculations proprietary to AECOM. From time to time when no longer needed by AECOM, and at the request of Client, AECOM shall turn over all files and records containing information not proprietary to AECOM and accumulated by AECOM in the performance of its duties hereunder, except that AECOM may keep copies of all of same for its permanent files and records. Nothing contained in this paragraph shall be construed as limiting or depriving AECOM of its rights to use its basic know-how and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the SERVICES to be performed pursuant to this Agreement.

6.2 Any reuse of AECOM prepared documents without the written verification or adaptation by AECOM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to AECOM or its consultants. Any such verification or adaptation will entitle AECOM to further compensation at rates to be agreed upon by Client and AECOM.

ARTICLE 7
Indemnity

7.1 AECOM agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers and employees acting within the scope of their official duties, from damages, costs, and expenses, including reasonable attorneys' fees, to extent caused by AECOM's negligent acts, errors, or omissions in the performance of, or failure to perform, any task or duty required to be performed by AECOM in this Agreement. AECOM is not obligated to indemnify Client, its officers or employees, for their own negligence.

ARTICLE 8
Responsibility

8.1 The standard of care for all professional engineering and related services performed or furnished by AECOM under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. AECOM makes no warranties, express or implied, under this Agreement or otherwise, in connection with AECOM's services. Client acknowledges and agrees that AECOM's services require decisions that are not always based upon science, but include judgmental considerations.

8.2 Client shall not be responsible for discovering deficiencies in the technical accuracy of AECOM's services. However, Client shall promptly report to AECOM any defects or suspected defects in AECOM's services of which Client becomes aware, so that AECOM may take measures to minimize the consequences of such a defect. AECOM shall correct any deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client-furnished information. Failure by Client to notify AECOM of any known or suspected defects shall relieve AECOM of the costs of remedying such defects above the sum such remedy would have cost had prompt notification been given.

8.3 Notwithstanding anything in this Agreement, AECOM shall not be responsible for, nor have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for any construction contractor's failure to carry out the work in accordance with the contract documents. AECOM shall not be responsible for, nor have control over, the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees or any other person performing any work related to the Project.

8.4 Since AECOM has no control over the cost of labor, materials, equipment or services furnished by others, or over any contractor's methods of determining prices, or over competitive bidding or market conditions, AECOM's opinion of probable Project Cost and Construction Cost provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but AECOM cannot and does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinion of probable cost prepared by AECOM.

8.5 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

ARTICLE 9
Insurance

9.1 AECOM shall provide, pay for, and maintain in force at all times during the Services to be performed, the following insurance:

9.1.1 Workers' Compensation Insurance as may be required by all state and federal workers' compensation acts, the Federal Longshoremen's and Harbor Workers' Compensation Act, the Outer Continental Shelf Act and such other acts as may be applicable to the Services performed hereunder.

9.1.2 Employer's Liability Insurance with a minimum of Five Hundred Thousand ($500,000) each accident, Five Hundred Thousand ($500,000) disease policy limit, Five Hundred Thousand ($500,000) disease each employee.

9.1.3 Commercial General Liability insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and general aggregate.

9.1.4 Automobile Liability Insurance with a minimum of One Million Dollars ($1,000,000.00) per occurrence coverage for both bodily injury and property damage, combined single limit.

9.1.4 Professional Liability Insurance with limits of liability not less than One Million Dollars ($1,000,000.00) per claim and aggregate.

9.2 AECOM shall provide to Client within 30 days of signing of this Agreement certificates evidencing such policies. Client shall be given 30 days notice prior to cancellation of any such policy. AECOM shall name Client as an additional insured on the policies described in paragraphs 9.1.3 and 9.1.4.

9.3 Client shall require each contractor, subcontractor and other consultants contracted by Client to provide appropriate insurance and to name AECOM as an additional insured on said parties' general and automobile liability insurance policies and to include AECOM as an indemnified party in its indemnification provision to Client.

ARTICLE 10
Allocation of Risks; Limitation of Remedies

10.1 AECOM shall perform its duties hereunder on a professional efforts basis, consistent with generally accepted industry standards. AECOM shall correct any defects to the extent arising out of its negligence without additional cost to the Client; provided, however, the Client agrees AECOM's total liability for corrective work shall not exceed One Million ($1,000,000.00) Dollars. AECOM's liability under this Article is conditioned upon receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify the cause thereto.

10.2 Notwithstanding any other provision in this Agreement, neither AECOM nor Client shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or performance of this Agreement.

ARTICLE 11
Miscellaneous

11.1 Record Keeping and Audit

If any payment provided for hereunder is to be made on some basis other than a lump sum price, Client shall have the right to inspect and audit AECOM's books, records and all associated documents relating to such costs (excluding, however, the basis for agreed upon fixed rates). AECOM agrees to maintain records and associated documents for a period of two (2) years from the end of the calendar year in which such costs were incurred and to make such books and records available to Client at all reasonable times within the two (2) year period and for so long thereafter as any dispute remains unresolved. Client may photocopy or reproduce any such books and records at its own expense.

11.2 Changes

11.2.1 Client shall have the right to make changes, additions, and required substitution. However, any difference in cost to AECOM resulting from these changes shall be added or deducted from the price. If these changes result in delays in design or construction, the time for performance will be extended a period equal to the delay.

11.2.2. Client shall furnish AECOM with written instructions, signed by a duly authorized person, covering any deviations which Client may require.

11.3 Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Client or AECOM. AECOM's services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against AECOM because of this Agreement or the performance or nonperformance of services hereunder.

11.4. Dispute Resolution

AECOM and Client will attempt in good faith to resolve through negotiation any dispute, claim, counterclaim, or controversy arising out of or relating to this Agreement (hereafter collectively referred to as "Dispute"). If the Dispute is not resolved by these negotiations, the parties agree to submit any such unresolved Dispute as a civil action to the Circuit Court of Monongalia County, West Virginia.

11.5 Assignment

11.5.1 Neither party to this Agreement may assign, sublet, or transfer any rights or obligations under or interest (including, without limitation, moneys that are due or may become due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to the Contractor or any other third party; or any control of any claims or causes of action arising from or under this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This section shall not, however, apply to any subrogation rights of any insurer of either party. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

11.5.2 Notwithstanding the provisions of paragraph 11.7.1, above, or any other provision of this Agreement, AECOM may assign or otherwise transfer its rights and obligations under this Agreement to any parent, subsidiary, or affiliated company of AECOM or to any purchaser of the business of AECOM that agrees to assume the obligations of AECOM under this Agreement if AECOM first provides to the Client evidence of the fact that such entity is qualified to assume AECOM's obligations under this Agreement.

11.6 Approvals, Authorizations, Notices

All notices authorized or required between the parties, or required by any of the provisions herein shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the party intended to receive it. Notices may also be given by personal delivery or may be sent by telex to the party intended to receive it with the sending party confirming the message by certified mail in the same manner as provided above within ten (10) calendar days thereafter, but said notice shall be deemed given on the date the telex is sent. Notice shall be addressed, mailed and delivered or telexed to the party to whom the notice is given at the address shown herein, to wit:

Client
City of Morgantown
Attention: Jeff Mikorski ICMA-CM, City Manager
389 Spruce Street
Morgantown, WV 26505

AECOM
AECOM Technical Services, Inc.
Attention: Keith R. Sala, P.E., Pittsburgh/WV Operations Manager
150 Clay Street, Suite 430
Morgantown, WV 26501

11.6 Governing Law

All matters arising under this Agreement shall be governed by the laws of the State of West Virginia, and the West Virginia Court having jurisdiction over all matters arising under this Agreement shall be the Circuit Court of Monongalia County.

11.7 Interpretation

The parties expressly agree that this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

11.8 Integration, Severability and Survival

11.8.1 This Agreement comprises the final and complete agreement between Client and AECOM. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and AECOM. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

11.8.2 All provisions of this Agreement related to assignment, indemnification, limitation of remedies, and limitations on actions, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the services hereunder and the termination of this Agreement and shall remain enforceable between the parties.

11.9 Counterparts

This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute the same agreement. This Agreement may be executed by facsimile signature, which shall be considered legally binding for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Morgantown	AECOM Technical Services, Inc.
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Typed or Printed Name)	Name: _____ (Typed or Printed Name)
Title: _____ (Typed or Printed Title)	Title: _____ (Typed or Printed Title)
Date Signed: _____ (Typed or Printed Date)	Date Signed: _____ (Typed or Printed Date)

APPENDIX A
SCOPE OF SERVICES

The City of Morgantown (Client) has selected AECOM to perform engineering, design, and architectural services for the design and planning of a streetscape improvement project for Walnut Street, from Spruce Street to High Street, in the Historic Central Business District.

This proposal is limited to the Work as described in this Scope of Services section. Tasks not described shall be considered Additional Services that will be negotiated at a later date, if required. AECOM proposes to perform the Work that is described as follows:

Task 1 – Site Investigations

Field Survey

AECOM will procure surveying and mapping services from Triad Engineering, Inc. of Morgantown, WV, to provide the following services:

Survey services are required in order to facilitate the planning, mapping and design for streetscape improvements along Walnut Street in Morgantown, WV. The project area is the section of Walnut Street lying between Spruce Street and High Street. The mapping limits shall extend from a point approximately 50' west along Walnut Street from the western line of the intersection of High Street and Walnut Street to a point approximately 50' east along Walnut Street from the eastern line of the intersection of Spruce Street and Walnut Street. Mapping shall extend approximately 50' from Walnut Street's eastern and western margins along High Street and Spruce Street. The mapping shall extend to the face of buildings (and will include alcoves) or approximately 10 feet from Walnut Street's eastern and western margins where no buildings are present. A more detailed description of the survey services is as follows:

An Existing Conditions Plan and Existing Grades Plan are required for this project. Triad will perform a field run survey to collect data and locations in order to prepare these plans. The field run surveys will include the ground level location of building lines, building entries, landscape planters, signs, parking meters, parking stalls, crosswalks, curbing, sidewalks, roadways, roadway striping, existing utilities and other pertinent features as found during the survey. Utility locations will be based upon visual evidence in the field, operator supplied utility mapping and the ground marked locations as a result of a WV Miss Utility request. Overhead utilities will be located to the best of the surveyor's abilities. Sanitary sewer and storm sewer structures will be located. Pipe sizes, types and inverts of such will be collected where accessible. Grades and elevations will be shown on the mapping. Contour lines will be produced at a 1' contour interval. Spot elevations will be adequately shown on the mapping at the face of buildings, building entries, top and bottom of curbing, sidewalks and centerline of roadway. Right-of- Way limits of the roadway in the project area will be established and shown on the mapping. These services will not result in a boundary survey.

Horizontal and vertical control for this project will be established per Morgantown Utility Board's (MUB) existing control network. MUB's control network is referenced to NAD 83 SPC WV North Zone and NGVD 29.

A project baseline will be developed and referenced to the MUB control network. A project baseline will be established along the centerline of Walnut Street within the project limits. Three (3) control points with horizontal and vertical positions will be established within the project limits and shown on the mapping. Two (2) temporary elevation benchmarks will be established within or near the project limits and shown on the mapping.

Existing Sidewalk Vault Investigation

AECOM will contact each property owner in the project area to determine if sidewalk vaults are present within the project limits. Where vaults exist, we will request that the property owner or building manager provide construction drawings if available for our use during field verification.

We have estimated three (3) building vaults exist within the project limits. If more than three (3) vaults are present, the investigation and detailed design for the remediation of additional vaults would be provided as additional services.

It is not currently known if the vaults will remain open or will be abandoned.

For the properties where sidewalk vaults exist, we will conduct a field investigation of each vault. Specifically, AECOM will:

- Obtain interior dimensions of each vault.
- Identify the current use of each vault, to determine if it is in active use (e.g. office space or deliveries) or inactive use (e.g. storage);
- Identify permanent features contained in each vault. We will identify utilities, valves, meters, boilers, elevators and other features that are present in the vault;
- Take photographs of the vault to convey the use, condition and presence of utilities;
- Determine the desire of the property owner/building manager to keep the vault open;
- For those vaults that the City and property owner agree are to remain open, we will conduct investigations necessary to evaluate the structural adequacy of the vault to accommodate design loads. Specifically we will analyze the roof slab and walls to determine if they are structurally sound and adequate for withstanding loads associated with heavy construction and vehicles parking on the sidewalk in accordance with current City standards. AECOM will also identify structural modifications that may be necessary to accommodate pole foundations, junction boxes, handicap ramps, and other design features that require vault modifications;
- Older buildings (pre 1980's) were typically constructed with materials that are now considered hazardous or toxic materials requiring special safety procedures to protect the public and construction personnel. Also, special disposal requirements may be required. The two most frequently encountered hazardous or toxic materials in building repairs are asbestos and lead-based paint. Due to the federal requirements related to these materials and the health consequences to the public, we must have adequate information concerning the materials used in construction of the building to address any hazardous or toxic material requirements. Thus, we request that each property owner provide copies of all building inspections; material sample analysis, and any other information regarding hazardous or toxic materials known to be incorporated in the building components. The City may need to perform material identification or testing if undocumented suspect features such as insulation possibly containing asbestos are observed during the vault investigations. Hazardous material identification or testing is <u>not</u> included in the Scope of Services (refer to Article 8.5).

Upon completion of all of the field investigations for all sidewalk vaults, AECOM will prepare a Vault Investigation Report. This report will include the following information for each sidewalk vault:

- General information including building name, street address, property owner, lot and block number, and building manager (name and phone number) where a vault is present. AECOM will indicate if the owner desires that it remain open;

- A plan view sketch of the sidewalk level that displays the relationship features such as curb lines, utilities, building faces, and existing lighting or signal poles.

- A plan view sketch of each sidewalk vault. The sketch will show exterior and interior walls, columns supports, utilities and other facilities located in the vault;

- Photographs and a photo log showing the exterior sidewalk features and the interior vault features;

- Sketches or construction drawings obtained from the property owner or building manager;

- Recommendations for design solutions based upon the status of the vault. If the vault is to remain open, our recommendations will include structural treatments of the slab and walls to meeting proposed loading conditions.

- Information provided to AECOM regarding hazardous or toxic materials known to be incorporated in the building components.

AECOM will suggest vault modifications that may be necessary to accommodate proposed design features including foundations for poles and controller boxes, junction boxes and conduits, curbs, access blocks, and handicap ramps. If a vault is to be closed, our report will include suggestions to seal the vault along the building line, abandon the remainder of the vault, and how to relocate facilities within the vault. Detailed designs will be provided as described in the Special Designs section in the Preliminary Design Task.

Program Development – Walnut Street

The objectives of this task will include the identification, qualification, and documentation of the needs for the streetscape improvement project from Spruce Street to High Street including sufficient information to evaluate alternative project configurations that meet the identified needs. Previous downtown streetscape improvement projects have developed sufficient information with respect to project quality and scope to allow for the development of a concept plan for this project that compliments the other projects.

AECOM proposes to conduct one meeting with stakeholders including the Client, Main Street Morgantown, other public agencies, local officials, and other interested parties to discuss lessons learned from the previous phases of the downtown streetscape improvement projects and to identify special needs and programmatic elements for the current project. AECOM will prepare meeting minutes which will be made available to attendees and stakeholders.

Task 2 – Preliminary Design

General

It is understood that the design will closely follow the design precedence established during the previous downtown streetscape improvement projects. AECOM will utilize the High Street Streetscape Improvement Project plans and specifications developed previously by E. G. & G. of Ohio, Inc. (Phases 1 & 2) and AECOM (Phases 3, 4, & 5) as a basis for the design.

Streetscape Design

This work task includes the preparation of design drawings to convey the horizontal alignment for constructing the curbs, sidewalks, and other surface features. Included will be the geometry for the roadway baseline and stationing, pavement tapers and transitions, and intersection radii. We will also locate by station, offset, and dimensions design features such as special pavements (brick sidewalks or

crosswalks, access blocks, etc.), sidewalk ramps, driveways, and proposed special designs. It is assumed that there will not be curb extensions ("bump-outs") utilized on this project. We will use the base mapping developed at 1'=20" from the topographical survey to create base drawings for the streetscape design. Base information will be presented on the roadway plans in grayscale or "screened-back" format.

During the topographical survey, elevations at doorways, driveways, building corners, and slopes adjoining the sidewalk will be provided. This information will be used to develop the profiles along the curb lines to ensure that adjacent sidewalk slopes are in the allowable range. Elevations at the rear edge of the sidewalk will be shown on the curb profiles to ensure positive drainage to the street at all locations.

Typical Details

This work task includes the preparation of typical details necessary for the entire length of the project utilizing the details from the previous projects modified as necessary for the current project and considering the lessons learned from the previous projects as identified during the Programming meeting.

Utility Coordination

AECOM will provide required coordination for the transmittal of base plans to the utility companies that have facilities within the project limits for the purpose of verifying utility locations and soliciting the utility companies intent for involvement with the project. Where possible, it is the intent of the project to relocate the overhead utilities existing along Walnut Street to a location underground. These utilities are anticipated to include cable, telephone, and electric. However, it is assumed that, similar to the previous projects, major transmission lines such as those running along the north side of Walnut Street will not be relocated underground due to financial constraints.

Regulatory Signs

This work task includes the preparation of a Signing & Pavement Marking Plan for the project area that conforms to the proposed lane usage within the project limits. This task also includes the preparation of drawings also showing all regulatory, warning and/or informational signage that is new or relocated. Signing and pavement markings will also identify and reinforce the preferred pedestrian pathways where applicable.

Prior to formulating these drawings we will inventory all existing signage. All pertinent regulatory and informational signs will be illustrated as part of the Pavement Marking Plan. These Signing & Pavement Marking Plans will be prepared in accordance with the MUTCD.

Parking Signs

This work task also involves recommending the placement of parking restrictions and/or loading zones based on the proposed roadway design and current/future usage of the curb lanes along Walnut Street. These signs will be shown on the combination Signing & Pavement Marking Plans.

Bus Stops and Routes

This work task includes the development of recommended locations for bus stops and bus turning restrictions to maximize traffic flow while minimizing hazards to pedestrians on sidewalks and crosswalks within the project area. AECOM will meet with representatives of the Mountain Line Transit to understand current bus routings and develop temporary/permanent route or stop modifications.

Traffic Control Plans

This work task includes the preparation of a complete set of Traffic Control Plans providing for the maintenance of all vehicular, transit and pedestrian traffic through the corridor during the various phases

of construction. This plan will allow for the non-interruption of business or services to the buildings and facilities along Walnut Street. As a minimum these plans will consist of:

- Construction Sequencing Plans – A conceptual construction sequence diagram will be prepared outlining the anticipated phases of construction to be followed by the contractor. These diagrams will dictate the construction phases necessary, not only to accomplish the construction tasks, but to maintain vehicular/pedestrian traffic flow throughout the corridor. The Construction Sequencing Plan will attempt to give the Construction contractor flexibility to develop and propose his own specific plan to the extent possible within the constraints of the project.

- External Signing Plans – A signing plan will be prepared that will provide advanced warning of detour and relief routes for traffic and pedestrian movements in the vicinity of the construction area. These plans outline the overall traffic routing including, if required, any major detours.

- Internal Signing Plans – Traffic Control Plans will be prepared showing the construction to take place in each intersection. Included in the plan will be all necessary signage or devices necessary to move traffic and pedestrians through the area. These plans tend to be very detailed in nature, indicating the required traffic control measures for different construction phases. These details will include temporary pavement markings and temporary traffic signal modifications possible during construction.

- Pedestrian Control – A Pedestrian Movement Plan will be prepared that will designate pedestrian pathways through construction areas. Providing temporary bridges, walkways and barricades, where necessary, will enhance pedestrian safety.

- Considerations to Buildings and Businesses - AECOM will contact building and business proprietors individually to determine the best methods for maintaining customers, deliveries and services to their establishments.

- Specifically the plan will include recommendations to review existing signalization at intersections along Walnut Street and/or relief routes to facilitate traffic flow. Analysis related to traffic signal timing is not included in the Scope of Services.

- General Guidelines – The Traffic Control Plans will be developed following the guidelines outlined in the Federal MUTCD, and the WVDOH Design Manuals. These guidelines will be modified to address the problems of urban traffic control (pedestrian accessibility and loading zone areas for delivery services for downtown businesses, etc.).

Street Lighting System

AECOM will perform required illumination calculations and provide photometric arrays of foot-candle levels for the limits of the project. As part of the Preliminary Design Submission, AECOM will prepare a Preliminary Lighting Submission, which will include calculations, design criteria and plan sheets for submittal to the Client and other applicable agencies.

It is understood that the street lighting will follow the design utilized in the previous downtown streetscape projects.

Special Designs

This task includes the preparation of special design details required due to vault and/or utility obstructions.

For building and utility vaults that are to be closed, AECOM will develop the design, details and specifications for the closure walls, and partition walls if applicable. The closure details will be finalized in

close coordination with the City concerning location relative to the City right-of-way and the best solutions for minimizing long-term maintenance. Vault design solutions will be developed in accordance with the IBC 2003 requirements.

For building and utility vaults that are to remain in place, AECOM will conduct a structural analysis of the vault support components including structural slabs and steel or concrete framing. The evaluation will be conducted using results of the field inspection and information obtained from testing (if required). Using this information, AECOM will develop design plans and specifications to maximize the use of the existing vault components and replace those components that are structurally inadequate in accordance with the IBC 2012 requirements. It is assumed that the vault structures will be isolated from the building structures and will not include analysis and design of building components above grade.

Waterline Distribution System and Sewer Improvements

It is understood that MUB will perform all design and construction work regarding any existing or proposed waterline distribution system or Sewer Improvements.

Drainage Plans

This work task will include the preparation of design details and drawings necessary for modifications to the existing storm drainage system. It is assumed that drainage work will be limited to replacement of existing inlets, where necessary and that storm drainage calculations and/or reports are not included in the Scope of Services.

Preliminary Design Submission

After approval of the Program meeting minutes, AECOM will prepare and submit the Preliminary Design Submission for review and approval.

The Preliminary Design submission will include an estimate of probable cost that will be prepared to assist the Client in prioritizing budget decisions with respect to the project.

AECOM will attend a Preliminary Design Review meeting with the Client, Main Street Morgantown, other public agencies, local officials, and other interested parties. AECOM will prepare meeting minutes which will be distributed to attendees.

Public and Agency Participation/Coordination

During the Preliminary Design Phase AECOM will conduct one public meeting to discuss alternatives and community impacts.

AECOM will also coordinate as necessary with the City of Morgantown Urban Landscape Commission and the West Virginia Department of Transportation, Division of Highways (District 4 and Central Office) throughout the project duration.

It is assumed that the West Virginia Department of Transportation will be responsible for preparation and coordination of a Programmatic Categorical Exclusion for the project in compliance with the National Environmental Policy Act, and that this will be approved prior to advertisement for bids.

Project Management and Meetings

AECOM will attend all project meetings for the Preliminary Design phase of the project in accordance with the Scope of Services. We will also attend additional meetings with the Client, public agencies, local officials, as necessary to address issues and resolve matters to successfully complete the Preliminary Design Task. In addition, we will prepare meeting minutes for meetings we attend with the Client and

public agencies. This task also includes administrative work required for clerical/typing work required for all transmittals, filing, record keeping, and project management.

Task 3 – Final Design

Final Utility Coordination and Relocation

AECOM will provide required coordination for the transmittal of the Preliminary Design Plans to the involved utility companies. AECOM will incorporate relocation plans or notes as provided by the Utility Companies into the Final Design Plans.

Erosion and Sedimentation Control

Erosion and Sediment (E&S) Control measures are required to control erosion and reduce sediment runoff from the construction site. E&S notes and/or details will be included with the construction plans. A separate E&S plan is not believed to be warranted or required by the WV Department of Environmental Protection and is not included in the Scope of Services.

Final Streetscape Design Plans

Upon receipt of approval for the Preliminary Design Submission, AECOM will prepare the Final Streetscape Design Plans including plans, details, schedules, notes, and specifications for constructing the curbs, sidewalks, and other surface features. This work will incorporate details and drawings necessary for modifications to the storm drainage system.

The goal is to provide a streetscape design that is functional, safe, and pleasing for pedestrians to use. The streetscape plans will illustrate the design of: sidewalks, crosswalks, edging accents, street trees, tree boxes or grates, trash receptacles, light fixture selection and placement, and banners. The following is a list of tasks to be completed:

- Prepare site improvements plan showing location of sidewalks, crosswalks, edging accents, trash receptacles, and light fixtures.
- Prepare details sheet of streetscape improvements including pavements, edging accents and site furnishings.

Signing and Pavement Marking Plans

As outlined in the preliminary design task, AECOM will prepare the Pavement Marking Plans in conjunction with the Signing Plans for a combined Signing & Pavement Marking Plan for this project. Preliminary Design comments received will be addressed and incorporated into the plans as necessary.

Maintenance and Protection of Traffic Plans

AECOM will prepare and submit a Maintenance and Protection of Traffic Plan set for each phase of construction. The final Traffic Control Plan will address Preliminary Design comments.

Lighting Plans

After review and approval of all preliminary design submissions AECOM will prepare electrical construction drawings which will include the following street lighting equipment: control panel, poles, foundations, junction boxes, conduit, wire, circuit diagrams, and details.

AECOM will also perform voltage drop and wire size calculations for submission with final plans.

Landscaping Plans

The following is a list of tasks to be completed for the landscaping plans:

- Prepare planting plan showing location of street trees, tree boxes or grates, ornamental trees, shrubs, groundcovers, perennials, and grasses
- Prepare plant identification and schedule including botanical name, common name, size, and condition of each plant species
- Prepare details sheets for landscaping items

Special Design Plans

AECOM will finalize construction documents for special design details required due to vault and/or utility obstructions.

Final Design Submission

After approval of the Preliminary Design Submission, AECOM will prepare and submit the Final Design Submission for review and approval.

The Final Design submission will include the Plans, Specifications, and an update of the estimate of probable cost.

AECOM will attend a Final Design Review meeting with the Client, Main Street Morgantown, other public agencies, local officials, and other interested parties. AECOM will prepare meeting minutes which will be distributed to attendees.

Final PS&E Submission

After approval of the Final Design Submission, AECOM will prepare and submit the Plans, Specifications, and Estimates (PS&E) Submission. Final Design comments received will be addressed and incorporated into the Bid Package as necessary.

Public & Agency Participation

During the Final Design Phase AECOM will conduct one additional public meeting to discuss the design and community impacts.

Project Management and Meetings

AECOM will attend all project meetings for the final design phase of the project in accordance with the Scope of Services. We will also attend additional meetings with the Client, public agencies, local officials, as necessary to address issues and resolve matters to successfully complete the Final Design Task. In addition, we will prepare meeting minutes for meetings we attend with the Client and public agencies. This task also includes administrative work required for clerical/typing work required for all transmittals, filing, record keeping, and project management.

Bid Package Preparation

AECOM will prepare the bid package including the following components:

- Contract Drawings

- Project Manual: The Project Manual will include written specifications following the CSI format using MasterSpec software, and will utilize and reference the WVDOH Standard Specifications

for Highways and Bridges where practical. The Client will provide AECOM with a copy of the "front-end" documents and forms for the Project Manual.

Task 4 – Services during Bidding/Negotiation

AECOM will perform the following professional services for the Bidding/Negotiation Phase.

- Prepare legal advertisement for bidding.
- Distribute the bidding documents to prospective bidders for a non-refundable fee, and maintain a list of parties obtaining bidding documents.
- Attend a pre-bid meeting at the site.
- Prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- Assist the Client in bid validation and proposal evaluation.

Task 5 – Services during Construction

Construction Administration

AECOM will perform Construction Administration and monitoring of construction activities for general compliance with plans and specifications.

This task will consist of construction phase services for the contract between the Client and the Construction Contractor. This task assumes a construction duration of **60** work days (approximately 3 months). If the assumed construction duration is exceeded, additional representation for the extended construction time may be required and could be provided as additional services. If the assumed construction duration is less, a credit will be given to the Client.

AECOM will:

- Provide an Engineer to serve as the Construction Administrator during the construction and to coordinate as needed with the Client and the Contractor.
- Visit the site at intervals appropriate to the stage of the Contractor's operations to perform observation of the work in progress and completed work for general conformance with the contract documents.
- Review contractor submittals (shop drawings, product data & samples) required by the contract documents.
- Review and verify contractor requests for payment. This proposal is based on the estimated construction duration and processing of monthly Certification of Payments.
- Perform a final site visit and observation of the completed work for general conformance with the contract documents.
- Develop a punch list of items that do not comply with the contract documents.
- After the contractor's completion of the punch list items, perform a site visit and observation of the completed work to determine resolution of the punch list items.

- The preparation of "as-built" plans is not included in the Scope of Services. However, AECOM will coordinate with the Contractor during construction to make sure that the Contractor is tracking and maintaining records for the Contractor's provision of record drawings showing significant changes made during construction.

- Materials Testing, Studies, and Reports are not included in the Scope of Services. If during project development it is determined that materials testing services are needed, these services can be provided as additional services.

Full-Time Field Representative

AECOM will provide a full-time (40 hours per week) on-site Field Representative to perform the following services:

- Prepare daily reports.
- Measurement and confirmation of quantities as required by the Contract Documents.
- Inspection for compliance with plans, specifications, and manufacturers recommendations.
- Perform photo-documentation.
- Attend progress meetings.

This task assumes a construction duration of **60** work days.

Deliverables

The following is the list of deliverables by AECOM for this task order. **Three (3) hard copies** of each item will be delivered.

Item	**Media**
Preliminary Design – Review Submission	
50% Design Review Drawings	22" x 34" paper
Specifications	8-1/2" x 11" paper
Construction Cost Estimates	8-1/2" x 11" paper
Final Design – Review Submission	
100% Design Review Drawings	22" x 34" paper
Specifications	8-1/2" x 11" paper
Construction Cost Estimates	8-1/2" x 11" paper
Bid Documents – PS&E Submission	
100% Contract Drawings	22" x 34" paper
Project Manual	8-1/2" x 11" paper
Construction Cost Estimates	8-1/2" x 11" paper
Meeting Minutes	8-1/2" x 11" paper
Inspection Reports	8-1/2" x 11" paper
Monthly Progress Reports	8-1/2" x 11" paper

If requested, AECOM will provide Deliverables in electronic format with the following release statement:

ELECTRONIC PLANS RELEASE STATEMENT

1. This document should not be considered a certified document.

2. Copies of documents that may be relied upon by the Client are limited to the printed copies. Files in electronic media format furnished by AECOM to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

3. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

The following is an estimated list of contract drawings:

- Title Sheet
- General Notes and Legends
- Survey Baseline & Reference Ties
- Summary of Quantities
- Existing Site Plan and Demolition Plan
- Proposed Layout Plan
- Sidewalk Sections & Paving Patterns
- Construction Details
- Grading Plan
- Utility Plan
- Signing and Pavement Marking Plan
- Maintenance of Traffic Plans
- Planting Layout Plan
- Site Lighting
- Vault Schedule and Details

Vault Details
Total Estimated Sheets for Contract Drawings = 29

Schedule

AECOM will provide the scope of services in accordance with an overall project schedule coordinated with and approved by the Client, assuming AECOM task durations as proposed in the following table. An overall project schedule and critical path will be developed by combining the AECOM tasks with review and coordination tasks by the Client and other stakeholders.

Schedule

Item	Schedule (Work Days)
Task 1 – Site Investigations	20
Task 2 – Preliminary Design	20
Task 3 – Final Design	20
Task 4 – Services during Bidding/Negotiation	25
Task 5 – Services during Construction	60

AECOM will start work immediately upon the Notice to Proceed from the Client.

We understand it is the Client's desire for construction to be completed by September 2014. As such, we recognize the necessity for on-time delivery of the interim submissions for this project. Timely reviews by the Client and other stakeholders will also be required to meet the schedule.

If the project is delayed for unforeseen reasons not in the control of AECOM, resulting in certain tasks to occur in 2015 or later, AECOM reserves the right to escalate the price for the delayed tasks to compensate for inflation, labor rate increases, etc. AECOM and the Client will mutually determine the price escalation, if required.

APPENDIX B
COMPENSATION

Client shall compensate AECOM for Services in accordance with Article 3, Compensation and Terms of Payment, and other terms and conditions of this Agreement, as follows:

Task 1 – Site Investigations	
Program & Sidewalk Vault Investigations	$ 18,000
Surveying and Mapping (Triad Engineering, Inc.)	$ 8,750
Task 2 – Preliminary Design	
Preliminary Design	$ 25,500
Task 3 – Final Design	
Final Design	$ 30,500
Task 4 – Services during Bidding/Negotiation	
Bidding/Negotiation	$ 5,000
Task 5 – Services during Construction	
Construction Administration	$ 17,000
Full-Time Field Representative $80.00/Hr x 480 Hr	$ 38,400
Grand Total	
Fee for Services:	**$143,150**