



Office of the City Manager

The City of Morgantown

Jeff Mikorski, ICMA-CM
City Manager
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City Manager's Report for City Council December 17, 2013

New Business:

1. Engineering Services for Sunnyside TIF phase 2

As a part of the next phase of infrastructure improvements in the Sunnyside area utilizing the Tax Increment Financing District funding, we have advertised for an engineering firm to develop the necessary cost estimates and construction documents for approved projects. A selection committee, including a representative of Campus Neighborhoods Redevelopment Corporation, selected AECOM to provide the engineering services for phase II projects. Similar to the first phase of projects, Campus Neighborhoods Revitalization Corporation will be the developer to recommend projects to be completed in the district. Engineering services will be identified as separate tasks in this contract. Task costs will be developed based on unit costs established in appendix B of the contract. The first three tasks have been identified for engineering analysis of sidewalks, allies, and a specific intersection. Once total project costs are determined and prioritized, the project list will be approved for construction. I recommend that City Council approve the contract between the City of Morgantown and AECOM to include the compensation fee schedule to determine contract costs.



Jeff Mikorski ICMA-CM,
Morgantown City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of _____, 2013, 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 Infrastructure Improvement Project for the Sunnyside TIF District (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, City) has selected AECOM to perform engineering, design, and architectural services for the design and planning of an Infrastructure Improvement Project for the Sunnyside TIF District. This Scope of Services is for initial evaluation in support of the City's determination of proposed projects.

The Scope of Services for the following tasks will be developed at a future date, under a "Task Order" basis, as described below: 1) additional, as-needed evaluation of the areas as they relate to the proposed projects; 2) preparation of conceptual designs accompanied by design and construction estimates; 3) preparation of all bidding and contract documents; 4) participation in the evaluation of bids; and 5) monitoring and inspection of construction activities.

This proposal is limited to the Services 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 Services that are described as follows.

AECOM proposes to conduct a kickoff meeting with the Client and other stakeholders to discuss lessons learned from the previous phase of the Infrastructure Improvement Project for the Sunnyside TIF District and to identify special needs and programmatic elements for the current phase of the project, including the following tasks. The objective of the initial phase is to evaluate proposed projects, prepare conceptual design alternatives, and develop estimates to enable planning of future design and construction phases. Details of the schedule will be discussed at the kickoff meeting.

Deliverables:

- *Meeting minutes in PDF.*

Task 1 – Development of Estimates for Sidewalk Construction

The objective of this task is to:

- Develop a unit cost estimate for sidewalk with and without lighting per LF assuming the following:
 - Sidewalk is 6' wide
 - Sidewalk is constructed of 4000 psi concrete, 6" depth, reinforced with welded wire fabric
 - Sidewalk is constructed on a 6" depth aggregate base
 - Includes 6" wide by 18" deep concrete curb reinforced with rebar
 - Unit cost will include all items necessary to fully construct the sidewalk
 - Maintenance of Traffic
 - Drainage
 - Demolition
 -

AECOM proposes to attend one meeting with stakeholders including the City and Sunnyside representatives to discuss and to identify special needs and programmatic elements for the sidewalk connection.

Deliverables:

- *Meeting minutes in PDF*
- *Schematic details as required to define design intent*
- *Preliminary opinion of probable cost*

Task 2 – Development of Estimates for Alley Construction

The objectives of this task are to:

- Develop a unit cost estimate for alley construction per LF assuming the following:
 - AECOM will work with the City to determine the proposed typical sections for the Model Alley and will estimate the cost accordingly
 - All work will occur within the 15' right-of-way (ROW)
 - Unit cost will include all items necessary to fully construct the alley
 - Maintenance of Traffic
 - Drainage
 - Demolition
 - ROW Survey
- Inventory and visually assess existing alleys in the Sunnyside District within the limits of Beechurst Avenue, University Avenue, Campus Drive, and 6th Street. Existing surface paving materials, alley condition, and utilization will be documented and categorized.

AECOM proposes to attend one meeting with stakeholders including the City and Sunnyside representatives to discuss and to identify special needs and programmatic elements for the sidewalk connection.

Deliverables:

- *Meeting minutes in PDF*
- *Schematic typical concept plan*
- *Schematic details as required to define design intent*
- *Preliminary opinion of probable cost*

Task 3 – Beverly Avenue and 6th Street Intersection Improvements

The objectives of this task are development of a concept design and opinion of probable cost for improvements to the intersection of Beverly Avenue and 6th Street, including the approaches of each roadway.

AECOM will coordinate with the City to develop project design criteria that will influence improvements to the roadway and pedestrian zones. AECOM will assume that improvements will occur within the existing right of way; however, will incorporate other potential right of way acquisition into the evaluation as identified by the City or Sunnyside representatives.

AECOM proposes to utilize existing county mapping for this work.

AECOM proposes to attend one meeting with stakeholders including the City and Sunnyside representatives to discuss and to identify special needs and programmatic elements for the sidewalk connection.

Deliverables:

- *Meeting minutes in PDF*
- *Schematic concept plan (2 Alternatives)*
- *Schematic details as required to define design intent*
- *Preliminary opinion of probable cost*

Future Task Orders

Consultant will submit, upon Client's request, a technical and cost proposal for each additional task assigned to Consultant by Client. After Consultant submits the proposal, Client and Consultant will negotiate and execute a task order ("Task Order") covering such services. Each Task Order shall have a

specific scope of work, schedule, and a detailed breakdown of the compensation for such services. Client must issue the negotiated Task Order and Consultant must execute such Task Order prior to Consultant's commencement of any work pursuant to such Task Order.

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 – Development of Estimates for Sidewalk Construction	20
Task 2 – Development of Estimates for Alley Construction	20
Task 3 – Beverly Avenue and 6th Street Intersection Improvements	25

AECOM will start work upon executed agreement and Notice to Proceed from the Client.

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:

Fees for Consultant's services will be invoiced on a Lump Sum basis developed in accordance with the following fee schedule.

Fee Schedule

Item	Unit Price
Project Manager	\$190.00/hr
Senior Landscape Architect	\$160.00/hr
Senior Engineer	\$145.00/hr
Senior Designer / Project Engineer	\$120.00/hr
Staff Engineer/Landscape Architect	\$90.00/hr
CADD Operator / Technician	\$75.00/hr
Project Assistant	\$57.00/hr
Expenses (Travel, reproductions, etc.)	Cost plus 10%
Travel Time	Portal to portal

The following is a cost estimate for the work as described in the Scope of Services Section of this Agreement. Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Consultant will provide professional services to Owner for the **Lump Sum Fee and Reimbursable Expenses** as follows. Lump Sum Fee includes Consultant's payroll costs and indirect expenses. Reimbursable Expenses include travel expenses (mileage, lodging, meals, etc.), reproductions, and other approved expenses. The fees listed in this section do not cover any Additional Work (defined below), or any other services that are not specifically described as part of the Work listed in the Scope of Services above.

Task 1 – Development of Estimates for Sidewalk Construction

Lump Sum Fee	\$ 4,000
Reimbursable Expenses	\$ 500

Task 2 – Development of Estimates for Alley Construction

Lump Sum Fee	\$ 5,000
Reimbursable Expenses	\$ 500

Task 3 – Beverly Avenue and 6th Street Intersection Improvements

Lump Sum Fee	\$ 8,500
Reimbursable Expenses	\$ 500

Grand Total

Lump Sum Fee	\$ 17,500
Reimbursable Expenses	\$ 1,500
Lump Sum Fee plus Reimbursable Expenses	\$ 19,000

ADDITIONAL SERVICES

Experience indicates that certain additional items of work may be required or necessary which we cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions above on Estimated Fees for the performance of the Services. Further, the performance of these items is not included in the Services unless the item is expressly described in the preceding Scope of Services section. These additional items of work (Additional Services) are caused by many factors, usually at the discretion of Owner and/or his contractors. Reviewing agency or Owner variance/deviation from present policies and standards of reviewing governmental agencies may also cause them. Additional Services may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Services.

FEEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services described in the Scope of Services and shall be billed and paid for in accordance with the Fee Schedule above.