

PROFESSIONAL SERVICES AGREEMENT

**Parsons Brinckerhoff Agreement No. 35687G
Amendment No. 1 to Task Order No. 8**

This Amendment No. 1 to Task Order No. 8 is made and entered into this 17th day of February 2016, by and between the Redevelopment Commission for the City of West Lafayette, Indiana, with offices at 222 N. Chauncey Avenue, West Lafayette, Indiana 47906 (hereinafter called the "OWNER"), and Parsons Brinckerhoff, Inc. a New York corporation, with offices at 115 West Washington Street, Suite 1270S, Indianapolis, Indiana 46204 (hereinafter called "PB").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on July 11, 2012 (hereinafter called the "Agreement");

WHEREAS, the parties executed Task Order No. 8 effective January 20, 2016 (hereinafter called the "Task Order No. 8");

WHEREAS, Owner has determined the need for PB to perform certain additional Services on Task Order No.8;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. Scope of Services

PB shall perform the Services and provide the deliverables as described in ATTACHMENT 3A-1.

2. Schedule

PB shall provide the Services stated above in accordance with the approximate schedule set forth below:

Task	Anticipated Completion Date
Notice to Proceed	2/1/16
Complete Survey	3/14/16
Complete STG 1 Plans	4/14/16
Complete CE Document	7/14/16
ROW Eng./Acquisition	8/14/16
STG 3 Submittal	9/14/16
INDOT STG 3 Review	10/14/16
Tracing Submittal	10/28/16
INDOT Letting	2/8/17

The schedule set forth above assumes that property owners will be willing to donate property without full appraisals. In the event that performance of its Services is delayed by causes beyond the reasonable control of PB, and without the fault or negligence of

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PB, the time and total compensation for the performance of the Services shall be equitably adjusted by written amendment to reflect the extent of such delay. PB shall provide the OWNER with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by PB to mitigate the effect of such delay.

3. Compensation

Article 3, entitled "Compensation" is amended by increasing the estimated total contract amount by one hundred seventeen thousand four hundred and fifty four dollars (\$117,454.00) from fourteen thousand nine hundred and twenty dollars (\$14,920.00) to a not to exceed amount of ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED AND SEVENTY FOUR dollars (\$132,374.00). The OWNER shall compensate PB for the performance of Services stated above, based on actual hours spent by PB and the hourly rates provided herein. Subcontracted work will be passed through as an expense and not marked up.

Hourly rates by title are listed below:

Title	Lead Staff	Hourly Rate
Supervising Engineer	Kelli McNamara	\$158.69
Supervising Engineer	Robyn Toole	\$133.09
Lead Engineer	Adam Lamb	\$160.23
Lead Engineer	Sandra Jones	\$151.14
Lead Engineer	John Bowen	\$139.95
Lead Engineer	Paul Mykytka	\$135.67
Lead Engineer	Austin Hastings	\$135.67
Lead Engineer	Will Tolbert	\$124.86
Engineer II	Lauren Hurst	\$106.44
Engineer II	Emily Chen	\$92.04
Project Administration	Julie Weaver	\$92.07

4. Both parties agree that this Amendment No. 1 to Task Order No. 8 shall be made part of the Agreement between Owner and PB, and except as amended herein, all terms, covenants and conditions of Task Order No. 8 and the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment No. 1 to Task Order No. 8 has been executed by Owner and PB, effective from the day and year first written above.

APPROVED:

Date

**CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION**

Lawrence T. Oates, President

Stephen B. Curtis, Secretary

Attest:

PARSONS BRINCKERHOFF, INC.



Shelby Swango, Area Manager

Date: 2/9/16

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ATTACHMENT 3A-1 SCOPE OF SERVICES

General Requirements

1. ENGINEER shall obtain on behalf of OWNER all approvals or consents from authorities having jurisdiction or agencies having facilities within the limits of the PROJECT.
2. ENGINEER shall prepare stamped sealed contract bid plans, special provisions for the specifications, contract document book, plus the final construction cost estimates by quantity and unit price. All work shall be in accordance with current editions of: "American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets," "Indiana Department of Highways' Standard Specifications", Road and Bridge Memoranda, Road and Bridge Design Manuals, and the current practices of the Indiana Department of Transportation.
3. ENGINEER shall identify in all plans and specifications data which is measured and data which is assumed.
4. ENGINEER shall be available during construction to interpret the contract documents, the checking of shop drawings, and consultation in the event of unforeseen conditions. ENGINEER shall prepare to serve as an ENGINEER or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.

Coordination and Quality Control

1. ENGINEER shall submit monthly progress reports to OWNER. The report shall include an updated project schedule in chart form and shall be superimposed over the initial schedule of work.
2. ENGINEER shall attend one (1) pre-bid conference.
4. ENGINEER shall schedule, prepare exhibits, advertise and conduct up to three (3) public information meetings. ENGINEER shall prepare minutes or transcriptions, if required of the meetings. All citizen inquiries regarding the project will be addressed in writing by ENGINEER. A copy of citizen correspondence shall be forwarded to OWNER.
5. ENGINEER shall coordinate with utilities in accordance with INDOT's utility coordination policy and 105 IAC 13, and shall include the following elements;
 - Research of existing utilities
 - Provide initial notice/verification request to affected utilities

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- Coordination of conflict analysis review by affected utilities
- Development of utility risk report
- Coordinate work plan request with affected utilities
- Review/Approve work plans submitted by utilities
- Development of utility reimbursement agreements, if necessary
- Provide Utility Coordination Certification
- Provide notice to proceed for utilities to begin relocations

Environmental Document

1. ENGINEER shall prepare the necessary Categorical Exclusion (CE) environmental documentation required under the National Environmental Policy Act (NEPA) and associated Federal Highway (FHWA) and Indiana Department of Transportation (INDOT) requirements.
2. ENGINEER shall provide a Red Flag Investigation to identify areas of concern within a radius of one-half mile surrounding the project area. In addition, the Indiana Department of Natural Resources (IDNR) State Historic Architectural and Archaeological Research Database (SHAARD) GIS information would be used to identify potential historic features within one-half mile radius surrounding the proposed project area.
3. ENGINEER shall provide and distribute early coordination packets with initial project information to the appropriate agencies as required by NEPA and the current INDOT Categorical Exclusion Preparation Manual.
4. It is anticipated that this project will fall under the *Programmatic Agreement (PA) Among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation and the Indiana State Historic Preservation Officer Regarding the Implementation of the Federal Aid Highway Program in the State of Indiana* ("Minor Projects PA") and that full Section 106 services including archaeological field reconnaissance and historic property report will not be required. ENGINEER shall coordinate with INDOT Cultural Resources for Section 106 determination.
5. ENGINEER shall prepare 800.11 effect finding documentation for distribution to INDOT CRO, IDNR DHPA, and consulting parties. A legal notice will be published, one time, in the local newspaper soliciting for public comments regarding the effect finding for a period of thirty days from publication.
6. Although no streams, ditches, or water bodies are present, a Waters Report may be required. If required, ENGINEER shall conduct a field reconnaissance during the growing season of March through September by a certified wetland scientist to determine if wetlands are present within the study area in accordance with the *U.S. Army Corps of Engineers Wetland Delineation Manual* of 1987 and the *August 2010 Midwest Regional Supplement Manual* (Version 2.0). If wetlands are identified, a

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delineation of those areas would be conducted. In addition, identified waterways will be surveyed to determine if they meet the definition of a Waters of the U.S. A report of the findings will be completed for submittal to the INDOT Ecology and Permitting Section for review and approval.

7. ENGINEER shall develop a CE document for the project. It is anticipated that a Level 1 CE will be required for the project. The CE document will be submitted to INDOT Crawfordsville district for release for public involvement. After the public comment period the CE will be updated and submitted to the INDOT Crawfordsville District for final approval.

Design Related Services

1. ENGINEER shall provide and plot the design survey in accordance with the "Survey Manual, Location Surveys", and the "Road Design Manual, Plan Preparation and Composition (7-101 and 7-105) of the Indiana State Highway Commission. The ENGINEER shall prepare a complete preliminary design based upon the Comprehensive Engineer's Report and/or Scope Document and shall conduct a field check.
2. ENGINEER shall prepare and submit a Stage 1 Review Plan submission to OWNER for a scope compliance and construct-ability review. The Stage 1 Review submission shall be in accordance with chapter 14 of the Indiana Design Manual (IDM). The Stage 1 Review submission shall also be posted electronically through INDOT's Electronic Records Management System (ERMS) for review.
3. ENGINEER shall prepare and distribute plans to affected utilities, coordinate and hold a preliminary field check meeting prior to development of Stage 2 plans for the purpose of identifying potential utility conflicts and potential design revisions to avoid conflicts.
4. ENGINEER shall prepare Final Right of Way Plans (Stage 2) in accordance with chapter 14 of the IDM and submit to OWNER for the purpose of land acquisition activities.
5. ENGINEER shall prepare plans, coordinate, prepare meeting minutes, and attend up to three (3) information meetings, as determined by OWNER, for the purpose of coordinating with the West Lafayette Community School Corporation for potential impacts to Happy Hollow Elementary School.
6. ENGINEER shall prepare and submit a Stage 3 Review Plan submission to OWNER for review. The Stage 3 Review submission shall be in accordance with chapter 14 of the Indiana Design Manual (IDM). The Stage 3 Review submission shall also be posted electronically through INDOT's Electronic Records Management System (ERMS) for review.
7. ENGINEER shall prepare and submit a Final Tracings Plan submission to OWNER for

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review. The Final Tracings Plan submission shall be in accordance with chapter 14 of the Indiana Design Manual (IDM). The Final Tracings Plan submission shall also be posted electronically through INDOT's Electronic Records Management System (ERMS) for review.

8. ENGINEER shall identify in all plans and specifications a list of Engineering and/or testing reports provided by the OWNER or obtained by the ENGINEER as a product of this AGREEMENT.
9. ENGINEER shall reestablish the Survey Center Line in the field immediately prior to utility relocation activities.
10. ENGINEER shall deliver to the representative of OWNER the following items that shall become the property of OWNER:
 - a. One set of original tracings of the contract plans on standard 36" x 24" sheets on approved media.
 - b. Two (2) sets of electronic plans in computer-aided design (CAD) and either Adobe Acrobat (PDF) or Tagged Image Format File (TIFF) formats, for use by OWNER and inspection consultant to create "As-Builts". The labeling on the submitted electronic media shall include the following:
 - The project name.
 - The Department of Public Works project number.
 - The submitting consultant's company name and address.
 - The date of the submittal.
 - The file format(s) used.
 - An index to all included sheets (files) indicating which file name equals which drawing name.
 - The term "Preliminary Drawings" or "Design Drawings" clearly indicated.
 - c. Diskette copies of the bid plans for use by the utilities, to be delivered by the ENGINEER as required by the utilities to design existing facility relocations.
 - d. Bid tab sheets in Excel format on diskette.
 - e. Set of design calculations used to prepare the Itemized Proposal and ENGINEER'S Estimate.
11. ENGINEER shall prepare Addenda as appropriate to clarify, correct, or change the bidding documents.

Land Acquisition Services

1. Right -of-Way Engineering

The ENGINEER shall prepare final right-of-way plans, legal descriptions, route survey

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plans, acquisition instruments and other materials to be used in the acquisition of right-of-way in accordance with the Right -of-Way Engineering Procedures Manual (hereinafter called the "MANUAL"), 865 IAC 1-12, and the Division of Land Acquisition Policy Letter dated March 1, 1994 metric system rules. It is understood that the silence of this contract or the MANUAL as to any detail; or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail, and that only material and workmanship of the first quality is to be used.

The ENGINEER shall proceed with an assignment only upon receiving proper authorization.

The ENGINEER shall compare and study in detail all of the title information and survey data and shall calculate or otherwise determine all other data as may be necessary for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL. The style or composition of legal descriptions and the manner of expression therein, including rules governing the use of symbols and abbreviations, shall be in accordance with instructions and samples given in the MANUAL.

While any plans, title information, and surveys furnished to the ENGINEER have been made with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The ENGINEER is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the OWNER and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the OWNER, the ENGINEER shall make such corrections or additions on the plans, strips, or maps, as necessary for the proper carrying out of its services. The ENGINEER is assumed to have made itself familiar with the plans and surveys, and shall not plead that the OWNER or the Consulting Engineer, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this contract and by the MANUAL. It shall be the ENGINEER'S duty to immediately inform the OWNER, in writing, of any such defect, error or omission which cannot be resolved without additional title searching, or which cannot be made without altering the design, extent, or character of items or details of the proposed construction of right-of-way limits therefore as shown by the OWNER before proceeding on this portion of the work.

The ENGINEER may, with prior written approval of the OWNER, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by the OWNER for the purpose of completing the work included in this contract. ENGINEER shall perform title research on up to seven (7) parcels, additional title work above and beyond seven (7) parcels shall be approved via supplement to this task order.

The ENGINEER may, when requested in writing from the OWNER, undertake additional

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field work, such as right-of-way staking or general layout, as specifically instructed by the OWNER. This work shall be approved via supplement to this task order.

Each land plat and each sheet of legal description and access control clause issued by the ENGINEER shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by its regularly employed subordinates, and for which he/she takes full responsibility. The dimensions of the permanent and/or temporary take shall be added to the land plat. The ENGINEER shall provide a print out from their coordinate geometry software that documents the closure of each parcel of land to be acquired.

Taking possession and use by the OWNER of the completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used. The ENGINEER shall, upon the completion of the assigned work, provide to the OWNER, on an appropriate electronic media (i.e., computer diskette), a copy of prepared legal descriptions, any computer generated land plats, and all calculated coordinate points that relate to the work.

2. Title work

ENGINEER shall obtain title work and Guarantee of Title Certificate from a third party. Normal title work will reflect a twenty year search and a title guarantee in the amount of \$20,000.00. In the event the OWNER requests title work other than described in the preceding sentence, OWNER and ENGINEER shall mutually agree upon the fee.

3. Appraisal Problem Analysis

The ENGINEER shall provide an Appraisal Problem report prepared by the project review appraiser, (who has been approved by OWNER) as follows:

- a. Examine the R/W plans and determine the extent of the taking;
- b. Perform an on-site inspection of each parcel requiring R/W acquisition;
- c. Determine the type of appraisal needed for each parcel in accordance with STATE procedures.
- d. Complete an Appraisal Problem Analysis form for each parcel to be acquired.
- e. Transmit the completed report to OWNER for review and approval prior to the initiation of appraisal activity.
- f. Revise the Appraisal Problem Analysis as required during the course of the project.

Construction Phase Services

1. ENGINEER shall attend one (1) pre-construction conference, prepare any revised drawing, supplemental specifications, or special provisions required for the Addenda to the Bid Documents.

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2. ENGINEER shall review any necessary shop drawings to check general conformance with the design concept of the project. The review is not for the purpose of determining the accuracy or completeness of details or verifying dimensions and quantities. The approval of the shop drawings does not indicate ENGINEER'S approval of Contractor's means and methods, technique, sequence or safety precautions and procedures.

Exclusions

The following items are not considered part of the scope of this agreement, and if needed will require an amendment to this task order:

1. Geotechnical services
2. Section 106 Historic Properties Report
3. Archaeological Field Reconnaissance
4. Property Appraising
5. Property Review Appraising
6. Property Buying/Negotiations