

**Action Item # 5 Contract for Professional Services – Parsons Transportation Group, Inc.**

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Contract for Professional Services (See Exhibit D) for the consulting and engineering services with Parsons Transportation Group, Inc. for the US 31 Freeway Project.

This Contract for Professional Services which will consist of consulting and engineering services provided by the consultant as directed by the City of Westfield Public Works Department.

The City of Westfield Administration Director of Enterprise has reviewed this agreement and recommends that the Department of Public Works enter into these services with Parsons Transportation Group, Inc..

Therefore, it is the recommendation of the Public Works Department for the Board to propose a motion to approve the Contract for Professional Services Agreement with Parsons Transportation Group, Inc. and authorize the Director of the Public Works Department to execute the agreement on behalf of the Board of Public Works and Safety.

**“EXHIBIT D”**

**STANDARD AGREEMENT  
FOR PROFESSIONAL SERVICES**

This AGREEMENT made and entered into this 1st day of January, 2009, by and between The City of Westfield, hereinafter referred to as the "CLIENT", and PARSONS TRANSPORTATION GROUP INC., an Illinois corporation (hereinafter referred to as the "CONSULTANT") with an office located at 101 West Ohio, Suite 2121, Indianapolis, Indiana.

**WITNESSETH:**

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with on-call engineering services for The City of Westfield, hereinafter referred to as the "PROJECT" and the CONSULTANT has signified its willingness to furnish technical and professional services, to the CLIENT;

NOW THEREFORE, the parties hereto do mutually agree as follows:

Article 1. Scope of CONSULTANT'S Services

The CONSULTANT agrees to perform in a good and professional manner those services outlined in Attachment A, which is attached hereto and incorporated in this AGREEMENT, and other work that may from time to time be directed in writing by the CLIENT in support of the Project.

Article 2. Information and Services to be Provided by the CLIENT

The completion of the services to be performed by the CONSULTANT under the AGREEMENT is contingent upon the timely receipt from the CLIENT, at no cost to the CONSULTANT, of services, data, and reports described in Attachment B, which is attached hereto and incorporated in this AGREEMENT.

Article 3. Time of Performance

The services of the CONSULTANT will begin upon receipt of a written Notice to Proceed and will, absent causes beyond the control of the CONSULTANT, be for a period of three years or until the contract maximum has been reached.

Article 4. Compensation

The maximum compensation for this Contract, hereinafter referred to as the ceiling price, shall not exceed \$300,000.00 (three-hundred thousand dollars).

CONSULTANT shall endeavor to perform the specified work and other work that may from time to time be directed by the CLIENT, and all other obligations under this contract, within the total ceiling price. The CONSULTANT shall not be obligated to continue performance if to do so would exceed the ceiling price, unless or until the CLIENT shall have notified the CONSULTANT in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this Contract. When and to the extent that the

ceiling price has been increased, any hours expended and material costs incurred by the CONSULTANT in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

If at any time the CONSULTANT has reason to believe that the cost it expects to incur in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 80 percent of the ceiling price, the CONSULTANT shall notify the CLIENT in writing to that effect, giving the revised estimate of such total cost for the performance of the Contract. No change in the scope of services, whether or not such change may have an effect on the cost of this Contract, shall be made except pursuant to supplemental agreement between the parties.

CONSULTANT shall submit an invoice once a month identifying the employee grade, the labor rate, the number of hours actually worked, and other direct costs incurred on this Project. See Attachment C for the labor rates and the breakdown of direct expense items.

#### Article 5. Additional Work/Changes

Work not specifically described under "Scope of Services" must be approved by supplemental agreement to this contract by the CLIENT before it is undertaken by the CONSULTANT. Special cases may arise under this contract where a supplemental agreement covering such change cannot be processed and delays to CLIENT would result. Such work in these cases can be authorized by a letter from the one of the Client's authorized representatives to be followed by the supplemental agreement. If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, the CONSULTANT shall promptly notify the CLIENT in writing. In the event the CLIENT finds that such work does constitute extra work, then the CLIENT shall so advise the CONSULTANT, in writing, and shall provide extra compensation to the CONSULTANT for doing this work on the same basis as covered under "Compensation" and as provided under a written Amendment to this Agreement.

#### Article 6. Records/Audits

The CONSULTANT shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this AGREEMENT. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The CONSULTANT shall provide access during regular business hours to authorized representatives of the CLIENT to such data and records, and the right to inspect and audit all data and records of the CONSULTANT relating to its performance under the AGREEMENT, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT.

#### Article 7. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the CONSULTANT or furnished to the CONSULTANT by the CLIENT shall be delivered to and become the property of the CLIENT. All basic sketches, charts, calculations, plans, specifications and other data prepared under this contract shall be made available, upon request, to the CLIENT without restriction or limitation on their further use. The CONSULTANT may, at its own expense, have copies made of the documents or any other data it has furnished the CLIENT under this contract without restriction or limitation on their further use by the CONSULTANT.

The CONSULTANT shall not be liable for use by the CLIENT of said plans, documents, or other data for any purpose other than for the purpose for which this AGREEMENT has been executed

Article 8. Termination

The CLIENT and the CONSULTANT will have the right to terminate the AGREEMENT by written notice to the other party at least Ten (10) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents and work papers prepared by the CONSULTANT under this AGREEMENT will, at the option of the CLIENT, become the CLIENT's property, and the CONSULTANT will be paid for services satisfactorily rendered up to the date of such termination, plus reasonable termination costs. Neither lost profit nor anticipatory profit will be paid.

Article 9. Excusable Delays

The CONSULTANT will not be in default by reason of any failure in performance of this AGREEMENT in accordance with its terms (including any failure by the CONSULTANT to make progress in the "prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT or its subcontractors. An excusable delay will permit CONSULTANT an extension of time for such reasonable period as may be mutually agreed upon between the parties.

Article 10. Disputes

All claims, disputes and matters in question arising out of or relating to this Contract or the breach thereof shall be resolved in the following manner:

A. Disputes where the potential liability of either party exceeds the amount of one million dollars (\$1,000,000) shall be resolved in a court of competent jurisdiction where the project is located or where the contractor's services are provided. In any such litigation, the parties agree to waive their rights to a jury trial on all issues.

B. Disputes where the potential liability of each party is less than one million dollars (\$1,000,000) shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect subject to the following conditions:

- 1 There will be a single arbitrator appointed by the American Arbitration Association from its National Panel in accordance with its normal procedures for selection of arbitrators.
- 2 The arbitrator will issue a detailed written decision setting forth the legal and factual basis of the decision. If there is more than one issue upon which a party's claim is based, the decision will separately address each issue.
- 3 The parties will produce documents as if the arbitration was governed by the Federal Rules of Civil Procedure.
- 4 Any question of arbitrability shall be decided by the appropriate court and not by arbitration.
- 5 The agreement to arbitrate does not apply to any claim of contribution or indemnity based upon a claim or action by a person who does not consent to become a party to arbitration with the parties.
- 6 The award rendered by the arbitrator (s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 7 The parties agree to consolidate any arbitration under this contract with any other arbitration involving either party and arising out of a common question of fact or law.

C. Prior to the institution of either arbitration or litigation, the Chief Executive Officer of the parties, or their designated representatives, shall meet personally in a good faith effort to resolve the issues to be

litigated or arbitrated. This requirement is a condition precedent to the commencement of litigation or arbitration.

D. This contract shall be construed in accordance with the law of Indiana, except that any arbitration agreement shall be governed by the Federal Arbitration Act.

#### Article 11. Indemnification

The CONSULTANT shall hold harmless and indemnify the CLIENT, its officers, directors, and employees from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, that may be based on any injury to persons or property to the extent caused by the negligent performance of services under this AGREEMENT by the CONSULTANT or any person employed by the CONSULTANT. CONSULTANT'S liability to the CLIENT for all the aforesaid matters is limited to proceeds recovered from insurance and within the coverage limits specified in Article 12.

#### Article 12. Insurance

The CONSULTANT shall place and maintain with responsible insurance carriers the following insurance. The CONSULTANT shall deliver to CLIENT, upon request, certificates of insurance which shall provide thirty days' written notice to be given to CLIENT in the event of cancellation. CONSULTANT shall require all Subconsultants to maintain adequate insurance coverage.

##### A. Workers' Compensation and Employer's Liability Insurance

- a. Workers' Compensation in compliance with the applicable state and federal laws.
- b. Employer's Liability. Limit \$1,000,000.

B. Commercial General Liability Insurance including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim subject to \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.

C. Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

#### Article 13. Nondiscrimination

- A. Compliance with Regulations: The CONSULTANT shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the regulations), and with Executive Order 11246 titled Equal Employment opportunity as amended by Executive Order 11375 and as supplemented by Department of Labor Regulation (41CFR60) which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Article 14. Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CLIENT shall have the right to annul this contract without liability.

Article 15. Conflict of Interest

The CONSULTANT certifies that to the best of its knowledge no CLIENT employee or office of any public agency interested in the AGREEMENT has any pecuniary interest in the business of the CONSULTANT and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the AGREEMENT.

Article 16. Compliance with Laws

The CONSULTANT shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the AGREEMENT.

Article 17. Assignability

The CONSULTANT shall not assign any interest in the AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CLIENT; provided, however, that claims for money due or to become due to the CONSULTANT from the CLIENT under this AGREEMENT may be assigned to any commercial bank or other financial institution without such approval.

Article 18. Personnel

All of the services will be performed by the CONSULTANT; and none of the work or services covered by this AGREEMENT will be subcontracted without the prior written approval of the CLIENT. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to carry out and perform the Scope of Services of this AGREEMENT. Such personnel will not be employees of or have any relationship with any of the members of the CLIENT. Such personnel will be fully qualified and will be authorized under state and local law to perform such services.

Article 19. Project Management

The CLIENT hereby designates as its Executive Administrator, Kurt Wanninger (Westfield Director of Public Works). CONSULTANT hereby designates as its Project Manager, Steve Davidson. All direction, correspondence and coordination of the Project shall take place through these representatives.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT: CLIENT:  
Signature Signature  
Typed Name Typed Name

Title: Title:

Attachments: Attachment A, "Scope of Work", 1 page, dated January 1, 2009 Attachment B, "Client Furnished Information", 1 page, dated January 1, 2009 Attachment C, "Compensation"

**ATTACHMENT A SCOPE OF WORK**

Hourly consulting services for various projects and assignments on an as-needed basis.

Date: January 1, 2009

**ATTACHMENT B CLIENT FURNISHED INFORMATION AND RESPONSIBILITIES**

"There are no written reports, plans, studies or other data to be furnished by the CLIENT".

Date: January 1, 2009

**ATTACHMENT C COMPENSATION D. FIXED BILLING RATE**

Article 4. Compensation

A. Consultants Compensation

The CONSULTANT shall be compensated for services rendered under this agreement in an amount equal to actual hours of productive work multiplied by the appropriate billing rate as defined in Attachment C. Direct expenses will be reimbursed at cost. CLIENT shall reimburse CONSULTANT within thirty (30) days of receipt of an approved invoice. The future year billing rates shown will be adjusted as shown at a rate of 4% in December for an annual increase in compensation. The rates will also be adjusted once a year in April to reflect the current overhead rate. The overhead rate change is not reflected in the 2010, 2011, 2012, and 2013 rates as shown.

B. Method of Payment

CONSULTANT shall submit an invoice every four (4) weeks identifying the employee grade, the labor rate and the number of hours actually worked on this Project. See Attachment C for the labor rates and the breakdown of direct expense items.

Hourly Rate Worksheet by Job Classifications  
Parsons Transportation Group

1-Jan-09

(Calculated with 4% annual increase)

Employee Classification	2009 Billing Rate	2010 Billing Rate	2011 Billing Rate	2012 Billing Rate	2013 Billing Rate
<b>Principal</b>					
Davidson, Steve	\$222.36	\$231.25	\$240.50	\$250.12	\$260.12
Cassidy, Patrick	\$271.82	\$282.69	\$294.00	\$305.76	\$317.99
Peterson, Mark	\$225.68	\$234.71	\$244.10	\$253.86	\$264.02
Fialkowski, Mark	\$285.66	\$297.09	\$308.97	\$321.33	\$334.18
Wells, Kenneth	\$209.97	\$219.37	\$227.10	\$235.19	\$245.63
Hill, Richard	\$213.71	\$222.26	\$231.15	\$240.40	\$250.01
Average Rate	\$235.20	\$247.73	\$257.64	\$267.94	\$279.69
<b>Department Head</b>					
Marson, Joseph	\$189.30	\$198.07	\$193.11	\$190.44	\$199.05
Campbell, Bruce	\$165.99	\$173.63	\$180.58	\$187.80	\$195.31
Megill, Clarke	\$167.96	\$174.68	\$181.57	\$188.93	\$196.49
Robbers, Kenneth	\$151.18	\$157.23	\$163.51	\$170.05	\$176.95
Harris, Robert	\$178.54	\$185.68	\$193.11	\$200.83	\$208.96
Olson, William	\$197.16	\$208.05	\$213.26	\$221.78	\$230.65
Rales, Wisam	\$176.62	\$183.58	\$190.92	\$198.56	\$206.50
Ryndak, Robert	\$164.19	\$170.76	\$177.59	\$184.69	\$192.08
Average Rate	\$171.49	\$176.33	\$186.47	\$192.52	\$200.60
<b>Senior Project Manager</b>					
Pakellis, Anthony	\$161.29	\$167.70	\$174.41	\$181.38	\$188.64
Patel, Kishor	\$164.71	\$170.90	\$177.34	\$184.03	\$190.99
Banton, Phillip	\$148.33	\$154.26	\$160.43	\$166.85	\$173.53
Patel, Rajesh	\$157.12	\$163.40	\$169.94	\$176.74	\$183.91
Winklermann, Roger	\$157.46	\$163.74	\$170.29	\$177.11	\$184.19
Gibbons, Patrick	\$157.09	\$163.37	\$169.91	\$176.70	\$183.77
Walther, Roger	\$142.66	\$148.57	\$154.52	\$160.70	\$167.13
Average Rate	\$164.77	\$170.28	\$176.69	\$183.35	\$190.29
<b>Project Manager</b>					
Ayala, David	\$139.92	\$145.52	\$151.34	\$157.39	\$163.69
Sherman, Jennifer	\$127.74	\$132.95	\$138.16	\$143.69	\$149.44
Prevost, Daniel	\$112.74	\$117.25	\$121.94	\$126.81	\$131.99
Randolph, Tobias	\$131.16	\$136.40	\$141.96	\$147.83	\$153.43
Average Rate	\$127.52	\$132.00	\$136.32	\$143.55	\$149.51
<b>Senior Engineer</b>					
Khan Tanveer	\$108.19	\$112.92	\$117.02	\$121.70	\$126.57
O'Shea Jillyn	\$125.66	\$130.69	\$135.91	\$141.38	\$147.00
Bling, Cliff	\$135.17	\$140.97	\$146.20	\$152.04	\$158.13
Moore, Craig	\$98.03	\$101.95	\$106.03	\$110.27	\$114.68
Juguetta, Ronlo	\$103.97	\$108.13	\$112.48	\$116.96	\$121.53
Simkus, Susan	\$111.40	\$115.86	\$120.49	\$125.31	\$130.32
Richardson, Craig	\$109.40	\$112.74	\$117.25	\$121.94	\$126.81
Gilmore, David	\$95.96	\$99.79	\$103.78	\$107.93	\$112.25
McNuckle, Brian	\$95.21	\$99.02	\$102.98	\$107.10	\$111.38
Mohu, Sham	\$105.88	\$110.08	\$114.48	\$119.08	\$123.92
Hanson, Nick	\$104.98	\$109.18	\$113.56	\$118.09	\$122.82
Average Rate	\$105.44	\$112.73	\$117.22	\$121.95	\$126.56

(Calculated with 4% annual increase)

Employee Classification	2009 Billing Rate	2010 Billing Rate	2011 Billing Rate	2012 Billing Rate	2013 Billing Rate
<b>Engineer/Senior Technician</b>					
Gurashi, Saiahuddin	\$130.23	\$135.44	\$140.96	\$146.50	\$152.36
Corbett, Stephen	\$105.64	\$109.86	\$114.26	\$118.83	\$123.58
Iovitcheva, Elena	\$97.53	\$101.43	\$105.49	\$109.71	\$114.09
Arias, Luis	\$110.87	\$115.30	\$119.91	\$124.71	\$129.70
Guyusan, Arturo	\$88.66	\$93.24	\$96.97	\$100.85	\$104.88
Joyce, Beatriz	\$104.60	\$108.78	\$113.13	\$117.66	\$122.36
Bolte, Jennifer	\$92.71	\$96.42	\$100.28	\$104.29	\$108.46
Marko, Carl	\$95.78	\$102.73	\$106.84	\$111.11	\$115.55
Jinka, Deepak	\$93.04	\$96.75	\$100.63	\$104.66	\$108.86
<b>Average Rate</b>	<b>\$102.65</b>	<b>\$106.00</b>	<b>\$110.93</b>	<b>\$116.37</b>	<b>\$121.99</b>
<b>Graduate Engineer</b>					
Chaifetz, Carl	\$72.13	\$75.01	\$78.01	\$81.13	\$84.38
Haney, Timothy	\$79.06	\$82.21	\$85.50	\$88.92	\$92.48
Galos, Jana	\$77.48	\$80.57	\$83.80	\$87.15	\$90.64
Dean, Carmen	\$84.16	\$87.53	\$91.03	\$94.67	\$98.46
Brown, Brittany	\$71.36	\$74.21	\$77.16	\$80.27	\$83.44
Farah, Aboubaker	\$84.66	\$88.05	\$91.57	\$95.24	\$99.05
Norton, Elizabeth	\$62.03	\$64.51	\$67.09	\$69.77	\$72.56
Ake, Emmanuel	\$85.70	\$89.13	\$92.70	\$96.41	\$100.26
Siebert, Erik	\$82.89	\$86.17	\$89.51	\$93.20	\$96.93
Vasquez, Javier	\$89.42	\$93.99	\$96.71	\$100.56	\$104.51
Reece, John	\$82.76	\$86.07	\$89.53	\$93.10	\$96.82
Kerins, John	\$93.07	\$96.67	\$97.42	\$101.32	\$105.37
Puravankara, Sreejith	\$85.15	\$89.60	\$93.18	\$96.91	\$100.78
Dammalapati, Srinivasarao	\$86.86	\$90.34	\$93.95	\$97.71	\$101.62
Hartner, Catherine	\$68.96	\$71.31	\$74.16	\$77.12	\$80.21
<b>Average Rate</b>	<b>\$80.22</b>	<b>\$83.42</b>	<b>\$86.75</b>	<b>\$90.23</b>	<b>\$93.54</b>
<b>Technician/Scientist</b>					
Kutschke, Eric	\$68.27	\$71.00	\$73.84	\$76.79	\$79.86
Mogbag, Francisco	\$64.26	\$66.83	\$69.50	\$72.28	\$75.17
Ayuso, Manuel	\$68.09	\$70.81	\$73.64	\$76.58	\$79.66
Connolly, Richard	\$69.68	\$72.45	\$75.35	\$78.36	\$81.50
Pan Min He	\$76.97	\$80.05	\$83.25	\$86.58	\$90.04
Heldman, David	\$81.33	\$84.56	\$87.94	\$91.46	\$95.12
Myers, Steve	\$73.44	\$76.37	\$79.43	\$82.60	\$85.91
<b>Average Rate</b>	<b>\$71.71</b>	<b>\$74.60</b>	<b>\$77.65</b>	<b>\$80.67</b>	<b>\$83.69</b>
<b>Office Support</b>					
Butler, Linda	\$61.43	\$63.89	\$66.46	\$69.10	\$71.87
Miller, Veronica	\$62.88	\$65.99	\$67.19	\$69.46	\$71.86
Skaron, Paula	\$76.91	\$79.99	\$83.19	\$86.51	\$89.97
Berry, Shawntae	\$64.10	\$66.26	\$68.51	\$70.85	\$73.28
Bzdyl, Jeanine	\$93.95	\$94.63	\$96.42	\$102.35	\$106.46
Apacanis, Renell	\$81.87	\$83.15	\$88.55	\$92.09	\$95.78
Aguinaldo, Priscilla	\$75.90	\$76.94	\$82.08	\$85.38	\$88.78
<b>Average Rate</b>	<b>\$70.65</b>	<b>\$73.41</b>	<b>\$76.34</b>	<b>\$79.40</b>	<b>\$82.57</b>
<b>Intern</b>					
Heustis, Thomas	\$50.50	\$52.52	\$54.62	\$56.81	\$59.08
Coressel, Katherine	\$50.50	\$52.52	\$54.62	\$56.81	\$59.08
Ernst, Alison	\$50.50	\$52.52	\$54.62	\$56.81	\$59.08
Turner, Cody	\$50.50	\$52.52	\$54.62	\$56.81	\$59.08
<b>Average Rate</b>	<b>\$50.50</b>	<b>\$52.52</b>	<b>\$54.62</b>	<b>\$56.81</b>	<b>\$59.08</b>