



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 12, 2017 (“Effective Date”) between South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (“Owner”) and AECOM Technical Services, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: South Shore Line Terminal Location Feasibility Analysis (“Project”).

Engineer’s Services under this Agreement are generally identified as follows: Engineer will assess the feasibility of alternate station locations for NICTD’s South Shore Line commuter rail service in South Bend.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in attached Appendix 1, subject to the provisions of this Agreement (the “Services”). In the event of any conflict between the terms of this Agreement and the terms of Appendix 1, the terms of this Agreement will prevail. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within the time period provided in Appendix 1.
- C. Reserved.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 35 days of receipt. ~~If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.~~ In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all **non-disputed** claims against Engineer for any such suspension. ~~Payments will be credited first to interest and then to principal.~~

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all **non-disputed** services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, 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.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Engineer will devote the level of effort consistent with the time and budget available for the Services to develop the deliverables. The deliverables are based on estimates, assumptions, information developed by Engineer from its independent research effort, general knowledge of the industry, and information provided by and consultations with Owner and Owner's representatives. No responsibility is assumed for inaccuracies in data provided by the Owner, the Owner's representatives, or any third-party data source used in preparing or presenting the deliverables. Engineer assumes no duty to update the information contained in the deliverables unless such additional services are separately retained pursuant to a written agreement signed by Engineer and Owner.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of Indiana.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, including use in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than the Owner, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties. Notwithstanding any provision of this Agreement to the contrary, Owner will be entitled to disclose the deliverables (or any abstract, excerpt, or summary of them) to any third party, at any time and in any manner as determined in Owner's sole discretion, without the requirement of seeking or obtaining Engineer's consent to such disclosure.

Engineer has served solely in the capacity of consultant and has not rendered any expert opinions in connection with the subject matter hereof.

Entitlement to rely upon the deliverables is conditioned upon the entitled party accepting full responsibility for such use, strict compliance with this Agreement and not holding Engineer liable in any way for any impacts on the forecasts or the earnings resulting from changes in "external" factors such as changes in government policy, in the pricing of commodities and materials, changes in market conditions, price levels generally, competitive alternatives to the project, the behavior of consumers or competitors and changes in the Owner's policies affecting the operation of their projects

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. Engineer's findings represent its professional judgment. Neither Engineer nor its parent corporations, nor their respective affiliates or subsidiaries ("Engineer Entities") make any warranty or guarantee, expressed or implied, with respect to any information or methods contained in or used to produce the deliverables.
- L. The deliverables may include "forward-looking statements". These statements relate to Engineer's expectations, beliefs, intentions or strategies regarding the future. These statements may be identified by the use of words like "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "project," "will," "should," "seek," and similar expressions. The forward-looking statements reflect Engineer's views and assumptions with respect to future events as of the date of the deliverables and are subject to future economic conditions, and other risks and uncertainties. Actual and future results and trends could differ materially from those set forth in such statements due to various factors, including, without limitation, those discussed in the deliverables. These factors are beyond Engineer's ability to control or predict. Accordingly, Engineer makes no warranty or representation that any of the projected values or results contained in the deliverables will actually occur or be achieved. The deliverables are qualified in their entirety by, and should be considered in light of, these limitations, conditions and considerations.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Reserved.
3. The total compensation for services and reimbursable expenses under this Agreement is One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, which Engineer will render only upon prior written authorization by Owner, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
South Bend Redevelopment Commission

By: Marcia I. Jones
Title: Marcia I. Jones, President

Attest: Donald E. Inks
Title: Donald E. Inks, Secretary

Date: October 12, 2017

Engineer:

By: _____
Title: _____

Date: _____

Engineer License or Firm's Certificate No. _____
State of: _____

Address for giving notices:
227 West Jefferson Boulevard, Suite 1300 N.
South Bend, Indiana 46601

Address for giving notices:

Designated Representative (Paragraph 8.03.A):
Kara M. Boyles, Ph.D., P.E.

Designated Representative (Paragraph 8.03.A):

Title: City Engineer

Title: _____

Phone Number: (34) 235-5933

Phone Number: _____

Facsimile Number: (574) 235-9711

Facsimile Number: _____

E-Mail Address: kboyles@southbendin.gov

E-Mail Address: _____

APPENDIX 1

Description of Services and Pricing

[See nine (9) pages attached.]

October 11, 2017

Mr. Eric Horvath
Executive Director, Public Works
Department
City of South Bend
227 W. Jefferson Blvd.
South Bend, IN 46601
(574) 235-9253
ehorvath@southbendin.gov

**Re: South Bend Station Alternatives
Feasibility Study**

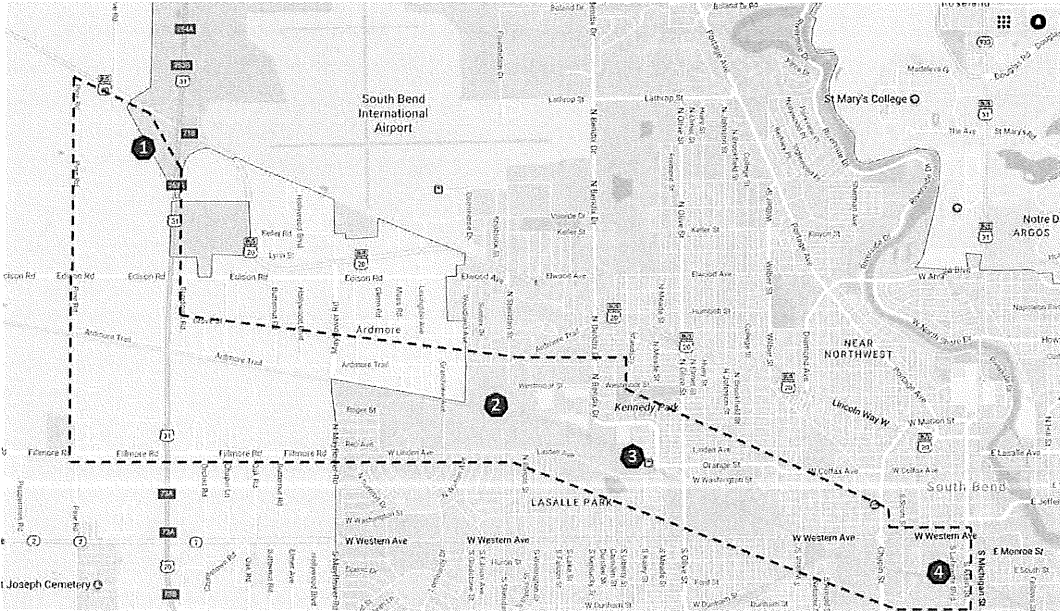
Dear Mr. Horvath:

AECOM Technical Services, Inc. ("AECOM") is pleased to provide a proposal for professional services to the City of South Bend ("City") to assess the feasibility of alternate station locations for NICTD's South Shore Line commuter rail service in South Bend. NICTD is currently studying alternative routing options into the current terminal station location at South Bend airport, for the purpose of enhancing operating flexibility, improving safety and decreasing travel times. Based on feedback from the South Bend Common Council and community stakeholders, the City requested that NICTD pause its current study to allow the City the opportunity to study alternate station locations and routings that might offer economic development benefits to the City while still allowing NICTD to fulfill its service and operational improvement plans.

The City has identified four general potential station locations for consideration and the approximate study area, as noted on the exhibits below.

1. A new station near the site of a new tourist destination featuring South Bend Chocolate Factory and buffalo farm in area bounded by US 31, Business US 20, Pine Road and Edison Road, with a focus on parcels closest to the southwest corner of the interchange.
2. A new station along the current tracks across Westmoor Street from Honeywell Aerospace, between Sheridan Street and Bendix Drive.
3. An expanded Amtrak station at Washington and Meade Streets.
4. A new station in / near downtown South Bend near the Union Station Technology Center, along the existing Norfolk Southern (NS) freight tracks.

Approximate Study Area and Vicinity of Potential Alternate Station Locations



Source: Google Maps, AECOM

Scope of Services

AECOM will review the four aforementioned locations for construction feasibility, potential rail operations impact, and potential economic development impacts.

Task 1: Construction Feasibility

Kickoff and Fieldwork– Upon notice to proceed, key AECOM staff will meet with a working group composed of selected City of South Bend and NICTD staff to initiate the project, set expectations about the outcome of the study, confirm receipt of requested data and discuss outstanding needs. The potential station locations under consideration (assumed to be the four described above) will be reviewed. Following this meeting, AECOM staff will tour the potential station locations and surrounding neighborhoods and transportation infrastructure. (No access to railroad right of way by AECOM staff is assumed to be necessary.)

Capacity for a station facility and parking – AECOM will review the footprints of property parcels (in consultation with City staff) to determine capacity for a station facility (if new) and sufficient parking to accommodate NICTD’s current and projected parking needs. We will prepare plan-view pencil-sketches to illustrate potential layout of station facilities. Based on industry standard rules-of-thumb for local design and construction costs, AECOM will estimate the design and construction costs for new station facilities, documenting assumptions and calculations.

Commuter access (roadway, transit, non-motorized) – AECOM will review access connections to the proposed stations. Based on industry standard rules-of-thumb for local design and construction costs, AECOM will estimate the design and construction costs for new or expanded station access. Numbers of at-grade roadway or non-motorized track/trail crossings for the likely rail alignment serving each location will be tallied.

Rail alignments and costs – AECOM will review the likely rail alignments serving the proposed station locations, noting dimensions, numbers of tracks and sidings, topography, grade and curvature, and ownership and trackage rights for the railroads serving the proposed stations. To the extent that recent data may be available, AECOM will

document utilization of tracks and availability of capacity for commuter service. AECOM will also measure the space available, if any, for additional tracks within the rail right of way or adjacent property. AECOM staff, together with NICTD, will discuss capacity on the lines and possibility for commuter rail shared use with the owner railroad(s). If existing rail lines cannot support the commuter rail service, AECOM will pencil-sketch alternative routes that feature acceptable grade and curves.

Based on these high-level sketches, AECOM will estimate infrastructure quantities that would be required (e.g., length of new track and systems, grade crossings, bridges, electrical substations). Capital costs will be estimated using comparable commuter rail unit costs based on local design and construction costs.

Land needs – AECOM will identify where rail access to the proposed station locations would require acquisition of property and displacement of residents/businesses/current tenants, with a tabulation of impacted parcels, ownership, description, and current assessed value according to St. Joseph County records. (In the event that this data would be used to approximate potential land acquisition costs in a Task 3 benefit-cost or economic analysis, AECOM will coordinate with NICTD staff to determine interpretations of County figures.)

Socio-economic impacts – Using GIS and readily available data, AECOM will conduct a high level screen of environmental points of interest within a half-mile of the proposed station area and accessing railroad line, including schools, churches, parks, businesses, concentrations of disadvantaged populations, and other points of interest. Note that this is not an assessment to the level of detail as typically performed in a NEPA study (e.g., Environmental Assessment), but sufficient to identify conflicting adjacent uses or potential topics of concern.

Working meeting - The analysis described above will be summarized in a draft memorandum supplemented with maps and tables, and presented to a working group composed of selected City of South Bend and NICTD staff. The outcome of this meeting would be to reach consensus on alternatives that demonstrate fatal flaws, or should proceed forward to the next work steps.

Task 2: Potential Rail Operations Impacts

Travel time and schedule – Based on the distance from the Mayflower Bridge or other appropriate turn-off from the current tracks, AECOM will calculate the travel distance to the proposed stations and approximate travel time to calculate a revised service schedule. These schedules will be compared to current service schedules, as well as to the schedules being developed for NICTD's South Bend Reroute study.

Ridership – Using the schedules developed in the previous step, AECOM will model the potential ridership at the proposed stations using the FTA STOPS ridership model, which is based on accepted (MACOG / NIRPC) population and employment projections, ridership patterns, and parking/access attributes. AECOM assumes that NICTD can make its current STOPS model prepared by its Double Track NWI consultant available for use in this step, as well as ridership estimates or models that its South Bend Reroute consultant may have developed (which would serve as a baseline for comparison). If NICTD or the current NICTD South Bend Reroute study has not estimated ridership based on the planned travel time savings to the airport station, AECOM recommends running this ridership scenario for the purpose of comparison, and will advise the City if addition of this scenario presents any challenges to schedule or budget for this task.

Working meeting - The analysis described above will be summarized in a draft memorandum supplemented with tables, and presented to the study working group. The outcome of this meeting would be to review findings and determine if any remaining alternatives would fall out of consideration for further analysis.

Task 3: Potential Economic Development Impacts

TOD / Real estate market potential – AECOM will prepare an estimate of economic development – as transit-oriented real estate development (“TOD”) - that may be possible in the areas around the proposed station locations. After reviewing current citywide and neighborhood plans and studies governing these station location neighborhoods, current land use and zoning patterns, AECOM will identify properties that are underutilized, vacant or subject to change. Potential redevelopment capacity will be estimated based on an understanding of permissible uses as well as market trends determined through analysis of socio-economic indicators as well as trends in real estate

performance metrics for relevant sectors (such as industrial, commercial/retail/office, and tourist/visitation) and physical and contextual features. AECOM will also present a diagnosis of strengths, weaknesses, opportunities and threats potentially influencing development, and associated implementation considerations.

Benefit-Cost Analysis – AECOM economists will review findings from Tasks 1 and 2 to identify types of quantifiable potential project benefits associated with particular potential station relocations, such as induced riders, travel time savings, reductions in emissions, crash reductions, etc. . These benefits will be monetized according to USDOT standard guidance, and compared to estimated capital costs and operating costs (i.e., a “benefit-cost analysis (BCA)”) in order to derive a “return on investment” metric. The outcomes of the Task 2 working meeting, together with guidance from AECOM team members reviewing the number and magnitude of meaningful differentiating factors among the various station relocation options, will determine the number of discrete BCA scenarios calculated.

Economic Impact Analysis – AECOM does not recommend performing a full economic impact analysis using expensive industry standard software tools such as IMPLAN or REMI to model the contributions of an investment to output, employment and wages through direct, indirect and induced economic systems relationships. However, AECOM will prepare a sketch-level analysis using a simplified spreadsheet model based on the US Bureau of Economic Analysis RIMS multipliers to approximate economic impacts. Input factors may include the costs of labor and supplies to construct a relocated station (and as necessary, a rail realignment), increased wages as a result of South Bend area commuters importing higher salaries from the Chicago CBD employment center, among others.

Working meeting - The analysis described above will be summarized in a draft memorandum supplemented with tables, and presented to the study working group. The outcome of this meeting would be to review findings from the final analysis steps, and review a consolidated summary of conclusions about each of the four station location alternatives.

Task 4: Wrap Up

Final report – All content from the interim draft technical memoranda, updated with comments from the three working meetings, will be packaged into a study report for submittal to the City and NICTD, summarizing our findings. A companion PowerPoint document with key points will be prepared for use by City and NICTD staff to communicate findings to other interested stakeholders.

On-call support – AECOM staff can be available to support the study working group with presentation content or participation in other meetings on a time and materials basis.

Data Needs

In order to meet the proposed project schedule, AECOM requests the following data sources to support its work upon notice to proceed.

City of South Bend

GIS format base maps with property boundaries; building/improvement footprints; public and private streets and transportation rights of way; utility rights of way; sidewalks/trails; current and planned land use; zoning; planning districts; planned capital improvement and private property redevelopment projects around potential station sites; TIF / SSA boundaries

Most recent available traffic counts and intersection level of service/turning movements for selected roads near proposed stations

City of South Bend or St. Joseph County: property /parcel ownership; PIN; land classification; most recent assessed value

Transpo: bus routes and stops serving current and proposed station areas

NICTD

Current South Shore Line service schedules and proposed schedules with Double Track NWI and South Bend Reroute improvements

Current STOPS Model incorporating Double Track NWI and West Lake improvements (NICTD/HDR)

Current STOPS Model or ridership estimates incorporating South Bend Reroute (NICTD/DLZ)

Revised ridership surveys (if more recent than 2013)

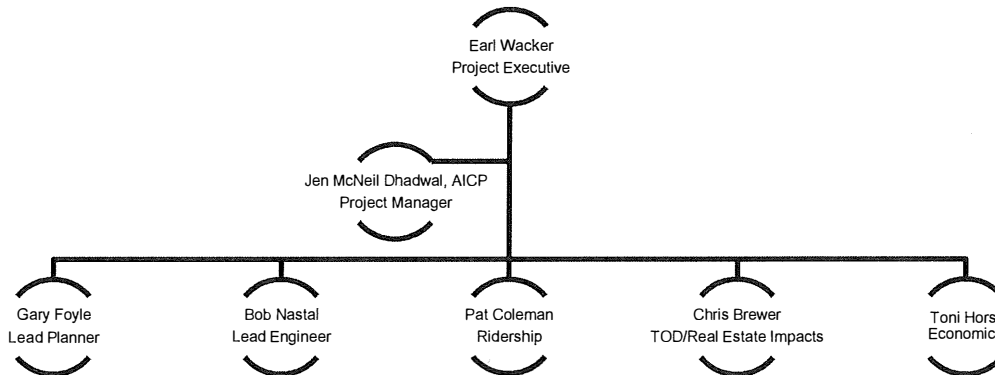
Previous recent benefit-cost analyses and economic impact/benefit analyses pertaining to South Bend reroute studies and grant applications

Corridor ownership maps, including shared right-of-way with Chicago, South Shore and South Bend

Project Organization

Organization Chart of Key / Lead Staff

AECOM proposes the following team to conduct this study for the City, as shown in the organization chart below. Brief capsule biographies of key / task lead staff are presented below; full resumes are available upon request, along with credentials of junior supporting staff.



Earl Wacker – Mr. Wacker leads AECOM's Railroads practice for the Americas. He balances this executive role over a complex portfolio of planning, engineering and construction projects with active participation in a director capacity on a select number of local Indiana and Chicagoland projects, including clients such as NICTD, Metra and CSX. With a total of 45 years in the railroad business and more than 37 years of experience at CSX Transportation (CSX) and its predecessors, he has worked in every aspect of the railroad business. Mr. Wacker has held positions in operations, administration, and service design including six years with CSX Intermodal, a subsidiary of CSX in operating and administrative positions. While Director of Train Operations, he was responsible for passenger, freight, and intermodal train operations operating on CSX's Chicago Division.

Jen McNeil Dhadwal, AICP – Ms. McNeil Dhadwal leads AECOM's Chicago Metro transportation planning practice, and offers 24 years of consulting expertise, including 15 in the field of urban planning. Her department's planning philosophy is founded on the desire to provide comprehensive planning solutions that maximize the sustainability and utility of scarce resources, whether transportation capacity, land, capital, or people. Her practice originated in the revitalization of publicly- and privately-owned brownfield properties and has evolved to focus on the intersection of land use and transportation planning. Typical projects include transit planning and development studies; transit-oriented development frameworks and strategies; and multi-modal corridor planning including cross-jurisdictional

study areas with diverse economic conditions and design character. She works nationally, but with an emphasis on regional clients such as the Northern Indiana Commuter Transportation District, the Northwest Indiana Redevelopment Authority, the Regional Transportation Authority of Northeast Illinois, Metra Commuter Rail, CMAP, City of Chicago and numerous local municipalities. Jen was the lead Planner and stakeholder outreach coordinator for NICTD's 20-Year Strategic Business Plan, which was adopted in 2014 by the NICTD and RDA Boards, and included the South Bend Reroute and Double Track Northwest Indiana suite of projects in the Strategic Plan's Market Expansion initiative. She is passionate about encouraging practical transit-oriented and sustainable economic development across Northwest Indiana's diverse communities, and recognizes the real benefits that transit service improvements bring to a system's constituent communities.

Gary Foyle – Mr. Foyle has 43 years of experience working on a range of transportation and land use planning initiatives for transportation agencies, counties, and local communities. He has served as a project manager for AECOM since 2005, leading a variety of transportation planning assignments. His clients have included Metra, NICTD, CMAP, CDOT, CTA, and well as MPOs in Wisconsin. He was the planning lead for NICTD's West Lake DEIS project. Mr. Foyle's longest held position was with Metra, where he was the agency's first planning director (23 years) responsible for establishing, staffing, and implementing Metra's ambitious planning agenda. Earlier in his career, he worked as an analyst/planner for the Chicago RTA and a transportation planner with the DuPage County Regional Planning Commission.

Bob Nastal – Mr. Nastal has 42 years of experience in the supervision and management of railroad maintenance, design, and construction efforts for Class I Freight Railroads (25 years) and engineering consultants (17 years). During his railroad career, Mr. Nastal was responsible for all Basic and Capital Maintenance, Inspection and Capital Improvement Projects for Main Line, Branch Line and Yard Tracks within the Chicago Terminal. As a consultant, he has actively participated in conceptual & planning studies, preliminary and final design, and construction management of freight and passenger rail projects in the Midwest and Eastern States. His responsibilities have included managing both design and field staff, interacting with Federal, State and Local entities at all levels and participating in business development activities.

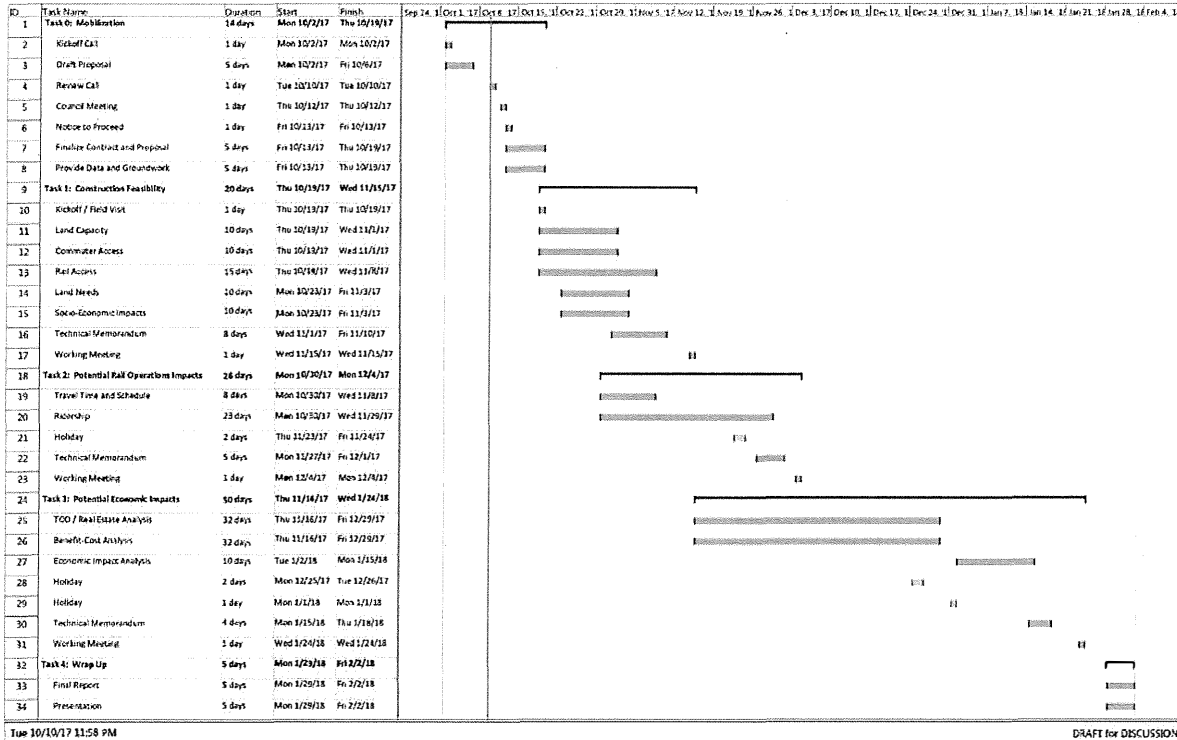
Pat Coleman – Mr. Coleman is a senior consulting manager and national lead for transportation systems planning services including travel forecasting, ridership, and revenue estimation; evaluation of transportation projects; and transportation alternatives development and analysis. Mr. Coleman has been responsible for the refinement and application of travel demand model systems to evaluate potential federally funded transportation projects at both the regional and corridor level. He has recent experience conducting travel demand forecasting and modeling commuter rail passenger ridership for NICTD using the FTA STOPS model as well as systems capacity forecasting for other Midwest clients such as Metra Commuter Rail and Will County, Illinois.

Chris Brewer – Mr. Brewer leads AECOM's Chicago economics practice, a unit of its Buildings + Places business line. He offers 23 years of experience in the economic analysis of real estate and land use issues, with a focus on economic development. Prior to its acquisition by AECOM in 2008, he worked for the nationally known real estate research firm Economic Research Associates. Recent project experience includes: analysis of demographic trends, economic indicators, and real estate market data for industrial, retail, office, mixed use, and transit-oriented projects; financial analysis of real estate development projects, covering revenues, expenses, development costs, and return on investment calculations on public and private investment; and evaluation of economic and fiscal impacts of capital projects, expanding industries, and destination recreational amenities, including trail systems and tourist attractions.

Toni Horst – Dr. Horst is a Senior Consulting Manager who leads AECOM National Transportation Economics Practice. She has over 20 years of experience. Dr. Horst is a nationally recognized consultant in transportation economics and planning. Her work focuses on the application of quantitative information to support transportation decision making. She is an economist with significant experience assessing projects and developing defensible analyses of project feasibility, economic impact, return on investment and benefit cost. Recent economic impact assessments have included highway, rail and port impact studies. develop

Proposed Schedule

AECOM proposes a schedule of approximately 15 weeks or three-and-a-half months from notice to proceed to conduct the study as described above. Our ability to maintain this schedule is subject to the timely acquisition of requested data and ability to meet with members of the study working group as noted for feedback and decision-making. If we anticipate shifts to the schedule due to factors outside of our control or resulting from requests to conduct additional work or engage additional stakeholders, we will notify City staff and collaborate on a mutually feasible schedule revision.



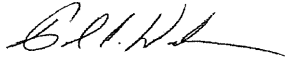
Proposed Fee

AECOM estimates that fee, inclusive of fully loaded labor and reimbursable expenses, will range between \$117,000 and \$125,000 to perform the scope of services as described and scheduled above. Labor will be billed on a cost-plus-fee basis of actual raw hourly rates marked up by our current audited overhead rate of 135.09% with a 10% fee. Expenses will be reimbursed at cost, and may include but are not limited to such items as travel and travel meals, printing / reproduction, mailing / shipping, and acquisition of third-party data. Our labor costs have been based on the assumptions included in the scope of services above and on the attached detailed price proposal. Our fee range also includes a contingency factor to accommodate unexpected complexities or unknowns in the analysis of the proposed station sites and rail alignment; if we determine that our effort will require use of the contingency budget, we will alert City staff prior to deploying it.


Next Steps

We look forward to the opportunity to review this proposal with you and discussing logistics to begin work on this important analysis. Please contact either of us with questions or requests for clarification to the proposed scope of service.

Kind regards,



Earl Wacker
Vice President, AECOM
Business Line Lead, Freight Rail, Americas
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Department Manager, Transportation Planning, Midwest
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ew/ljmd

cc: Michael Noland, President, NICTD
John Parsons, Vice President, NICTD

attachments:

price proposal backup and assumptions

	Project Director	Project Manager	Planning Lead	Senior Planner	Traffic Engineer	Senior Track Engineer	Junior Engineer	Structural Engineer	Senior Engineer	Capital Cost Engineer	Ridership Modeling Lead	Ridership Modeler Lead	Economics Lead	Senior Economist	Economist	Economist	Sr Real Estate Advisor	Staff Planner
	Wacker, Earl	McNeil Dhadwal, Jen	Foyle, Gary A	Nair, Andrea	R Brose, Jenna	W (Bob) Nastal, Robert	Huang, Kai	Machamer, Daniel	Randall, Bradley J	Sheehen, Kevin Sr.	Coleman, Patrick Joseph	Chowdhury, Nagaraju	Horst, Toni	Macchi, Patricia P	Barr, Carey B	Komendantov, Andrei A	Brewer, Chris	Page, Hilary
Total	\$ 121.00	\$ 72.18	\$ 81.39	\$ 33.67	\$ 37.91	\$ 87.07	\$ 33.49	\$ 83.00	\$ 63.55	\$ 61.77	\$ 94.31	\$ 44.01	\$ 101.37	\$ 55.29	\$ 48.08	\$ 27.38	\$ 73.00	\$ 31.35
Task 0: Mobilization																		
14 days	10/2/17	10/19/17																
Kickoff Call	1 day	10/2/17	10/2/17															
Draft Proposal	5 days	10/2/17	10/6/17															
Review Call	1 day	10/6/17	10/6/17															
Council Meeting	1 day	10/12/17	10/12/17															
Notice to Proceed	1 day	10/13/17	10/13/17															
Finalize Contract and Proposal	5 days	10/13/17	10/19/17															
Provide Data and Groundwork	5 days	10/13/17	10/19/17															
Task 1: Construction Feasibility																		
20 days	10/19/17	11/15/17																
Fieldwork	1 day	10/19/17	10/19/17															
Land Capacity	10 days	10/19/17	11/1/17															
Commuter Access	10 days	10/19/17	11/1/17															
Rail Alignment and Costs	15 days	10/19/17	11/8/17															
Land Needs	10 days	10/23/17	11/9/17															
Socio-Economic Impacts	10 days	10/23/17	11/3/17															
Technical Memorandum	8 days	11/1/17	11/10/17															
Working Meeting	1 day	11/15/17	11/15/17															
Administration / Management	20 days	10/19/17	11/15/17															
Labor	\$ 13,473.57	\$ 242.00	\$ 1,876.68	\$ 2,604.48	\$ 2,525.25	\$ 303.28	\$ 2,350.89	\$ 803.76	\$ 664.00	\$ 254.20	\$ 864.78	\$ -	\$ 101.37	\$ -	\$ 48.08	\$ -	\$ 584.00	\$ 250.80
OH	\$ 18,201.45	\$ 326.92	\$ 2,535.21	\$ 3,518.39	\$ 3,411.36	\$ 409.70	\$ 3,175.82	\$ 1,085.80	\$ 897.00	\$ 343.40	\$ 1,168.23	\$ -	\$ 136.94	\$ -	\$ 64.95	\$ -	\$ 788.93	\$ 338.81
Fee	10.00% \$ 3,167.50	\$ 56.89	\$ 441.19	\$ 612.29	\$ 593.66	\$ 71.30	\$ 552.67	\$ 188.96	\$ 156.10	\$ 59.76	\$ 203.30	\$ -	\$ 23.83	\$ -	\$ 11.30	\$ -	\$ 137.29	\$ 58.96
Expense	\$ 250.00	\$ -	\$ 180.00	\$ 20.00	\$ 10.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ 10.00
Total	\$ 35,092.52	\$ 625.81	\$ 5,033.08	\$ 6,755.16	\$ 6,540.27	\$ 784.28	\$ 6,099.38	\$ 2,078.52	\$ 1,717.10	\$ 657.36	\$ 2,236.31	\$ -	\$ 262.14	\$ -	\$ 124.33	\$ -	\$ 1,520.22	\$ 658.57
Task 2: Potential Rail Operations Impacts																		
26 days	10/30/17	12/4/17																
Travel Time and Schedule	8 days	10/30/17	11/8/17															
Ridership	23 days	10/30/17	11/29/17										24	72				
Holiday	2 days	11/23/17	11/24/17															
Technical Memorandum	5 days	11/27/17	12/1/17										4	8				
Working Meeting	1 day	12/4/17	12/4/17										3	3				
Administration / Management	26 days	10/30/17	12/4/17															
Labor	\$ 8,703.06	\$ 121.00	\$ 866.16	\$ 1,139.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,923.61	\$ 3,652.83	\$ -	\$ -	\$ -	\$ -	\$ -
OH	\$ 11,756.96	\$ 163.46	\$ 1,170.10	\$ 1,539.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,949.50	\$ 4,934.61	\$ -	\$ -	\$ -	\$ -	\$ -
Fee	10.00% \$ 2,046.00	\$ 28.45	\$ 203.63	\$ 267.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687.31	\$ 858.74	\$ -	\$ -	\$ -	\$ -	\$ -
Expense	\$ 100.00	\$ -	\$ 90.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 22,606.03	\$ 312.90	\$ 2,329.88	\$ 2,956.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,560.43	\$ 9,446.18	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3: Potential Economic Impacts																		
40 days	11/16/17	1/10/18																
TOD Analysis	32 days	11/16/17	12/29/17															
Benefit-Cost Analysis	32 days	11/16/17	12/29/17															
Economic Impact Analysis	32 days	11/16/17	12/29/17															
Holiday	2 days	12/25/17	12/26/17															
Holiday	1 day	1/1/18	1/1/18															
Technical Memorandum	4 days	1/2/18	1/5/18															
Working Meeting	1 day	1/10/18	1/10/18															
Administration / Management	40 days	11/16/17	1/10/18															
Labor	\$ 20,594.57	\$ 363.00	\$ 1,299.24	\$ 162.78	\$ 1,447.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,723.29	\$ 2,653.92	\$ 4,182.96	\$ 2,299.92	\$ 3,358.00	\$ 3,103.65
OH	\$ 27,821.20	\$ 490.38	\$ 1,755.14	\$ 219.90	\$ 1,955.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,327.99	\$ 3,585.18	\$ 5,650.76	\$ 3,106.96	\$ 4,536.32	\$ 4,152.72
Fee	10.00% \$ 4,841.58	\$ 85.34	\$ 305.44	\$ 38.27	\$ 340.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 405.13	\$ 623.91	\$ 983.37	\$ 540.69	\$ 789.43	\$ 729.64
Expense	\$ 190.00	\$ -	\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90.00	\$ 10.00
Total	\$ 53,447.35	\$ 938.71	\$ 3,449.82	\$ 420.95	\$ 3,744.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,456.41	\$ 6,863.01	\$ 10,817.09	\$ 5,947.57	\$ 8,773.75	\$ 8,036.01
Task 4: Wrap Up																		
5 days	1/11/18	1/17/18																
Final Report	5 days	1/11/18	1/17/18															
Presentation	5 days	1/11/18	1/17/18															
Administration / Management	5 days	1/11/18	1/17/18															
Labor	\$ 2,143.96	\$ 242.00	\$ 577.44	\$ 651.12	\$ 673.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OH	\$ 2,896.28	\$ 326.92	\$ 780.06	\$ 879.60	\$ 909.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fee	10.00% \$ 504.02	\$ 56.89	\$ 135.75	\$ 153.07	\$ 158.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 5,544.26	\$ 625.81	\$ 1,493.25	\$ 1,683.79	\$ 1,741.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	864	8	64	56	138	8	27	24	8	4	14	31	83	18	48	88	84	54
Labor	\$ 44,915.16	\$ 968.00	\$ 4,619.52	\$ 4,557.84	\$ 4,646.46	\$ 303.28	\$ 2,350.89	\$ 803.76	\$ 664.00	\$ 254.20	\$ 864.78	\$ 2,923.61	\$ 3,652.83	\$ 1,824.66	\$ 2,653.92	\$ 4,231.04	\$ 2,299.92	\$ 3,942.00
OH	\$ 60,675.89	\$ 1,307.67	\$ 6,240.51	\$ 6,157.19	\$ 6,276.90	\$ 409.70	\$ 3,175.82	\$ 1,085.80	\$ 897.00	\$ 343.40	\$ 1,168.23	\$ 3,949.50	\$ 4,934.61	\$ 2,464.93	\$ 3,585.18	\$ 5,715.71	\$ 3,106.96	\$ 5,325.25
Fee	10.00% \$ 10,559.10	\$ 227.57	\$ 1,086.00	\$ 1,071.50	\$ 1,092.34	\$ 71.30	\$ 552.67	\$ 188.96	\$ 156.10	\$ 59.76	\$ 203.30	\$ 687.31	\$ 858.74	\$ 428.96	\$ 623.91	\$ 994.68	\$ 540.69	\$ 926.72
Expense	\$ 540.00	\$ -	\$ 360.00	\$ 30.00	\$ 10.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ 10.00
Subtotal (Rounded)	\$ 117,000.00	\$ 2,503.24	\$ 12,306.03	\$ 11,816.53	\$ 12,025.70	\$ 784.28	\$ 6,099.38	\$ 2,078.52	\$ 1,717.10	\$ 657.36	\$ 2,236.31	\$ 7,560.43	\$ 9,446.18	\$ 4,718.55	\$ 6,863.01	\$ 10,941.43	\$ 5,947.57	\$ 10,293.97
Contingency	6.8%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00
Total (Rounded)	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,293.97



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: 10/12/2017
 FROM: Eric Horvath
 SUBJECT: South Shore Feasibility Study

ECOM Technical Services, Inc. (“AECOM”) is pleased to provide a proposal for professional services to the City of South Bend (“City”) to assess the feasibility of alternate station locations for NICTD’s South Shore Line commuter rail service in South Bend. NICTD is currently studying alternative routing options into the current terminal station location at South Bend airport, for the purpose of enhancing operating flexibility, improving safety and decreasing travel times. Based on feedback from the South Bend Common Council and community stakeholders, the City requested that NICTD pause its current study to allow the City the opportunity to study alternate station locations and routings that might offer economic development benefits to the City while still allowing NICTD to fulfill its service and operational improvement plans.

The City has identified four general potential station locations for consideration and the approximate study area, as noted on the exhibits below.

1. A new station near the site of a new tourist destination featuring South Bend Chocolate Factory and buffalo farm in area bounded by US 31, Business US 20, Pine Road and Edison Road, with a focus on parcels closest to the southwest corner of the interchange.
2. A new station along the current tracks across Westmoor Street from Honeywell Aerospace, between Sheridan Street and Bendix Drive.
3. An expanded Amtrak station at Washington and Meade Streets.
4. A new station in / near downtown South Bend near the Union Station Technology Center, along the existing Norfolk Southern (NS) freight tracks.

INTERNAL USE ONLY: Project Code:17J040

Total Amount **new**/change (inc/dec) in budget:\$125,000 ; broken down by:

Acct #324-1050-460-3106 Amt: _____; Acct # _____ Amt: _____;

Acct # _____ Amt: _____; Acct # _____ Amt: _____;

Going to BPW for Contracting? Y/**N** Is this item ready to encumber now? _____

Existing PO# _____ Inc/Dec \$ _____