Received

OCT 30 2006

Finance
Director's Office

City of Durham, North Carolina
Service Contract Authorization

(Note: Contract must be executed by Vendor prior to City Authorization)

Department: Public Works Resource Person: Felix Nwoko Date of Request: 10.26.06

Vendor: Parsons Brinckerhoff Quade & Douglas, Inc.

Service(s) to be provided: On-Call Transportation Services Master Agreement

Type of Service: X Routine ____ Non-Routine SDBE Goals Established: ____ Yes X No ____ N/A

Selection Method: ____ Bid ____ RFP X RFQ ____ Informal ____ Formal

____ Other Method (Please describe: ____)

Advertising Required: X Yes ___ No If Yes, Where City website When June 6, 2006 for 30 days

Performance Bond Required: ____ Yes X No ____ Enclosed ____ Waived by Council

Privilege License: ___ Yes ___ No X Exempt Privilege License Number: ____ Expiration Date: ____

Insurance Requirements: Refer to Section VII of the contract

Contract Period Begin Date: 10/26/06 End Date: 10/26/09 Renewable: ____ Yes X No ____ N/A

Contract Amount $ NA Contingency $____ Reimbursable $____ Total Contract Cost $ NA

If Multi-Year, How Many Years: ____ Current Fiscal Year Cost: $____

Payment Terms: NA Progress Payments: ____ **Responsibility Code/Account Number:** ____

Capital Project Ordinance #: ____ Grant Project Ordinance #: ____

Authorization: City Council: Meeting Date 10/2/06 Agenda Item # 27 City Manager: ____ Date: ____

Department Head or Designee: Mark D. Threadgill Kathryn L. Kalb

( ) Check if the City Attorney's Office is to review the way the Contractor has signed the contract.

( ) Check if the City Attorney's Office is to review the way a bond has been signed.

City Attorney Office: ____ Date: ____

(Department of Finance Use Only)

Contract Number: 892 Vendor #: 5878 Funds Available: ____ Yes ____ No N/A Encumbered: N/A

Compliance: X Yes ____ No N/A Return to Department for following corrections: ____

Reviewed By: JMcClain Date: 11/2/06

NOV 2006
RECEIVED

Revised 07-2005

CITY OF DURHAM
DURHAM, NORTH CAROLINA
MASTER AGREEMENT FOR
TRANSPORTATION ENGINEERING AND PLANNING SERVICES
CITY AND PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.

THIS AGREEMENT (hereafter, "Master Agreement" or "Agreement") is made the 13th day of NOVEMBER, 2006 by and between the City of Durham, Durham County, North Carolina (hereinafter called "City") and Parsons Brinckerhoff Quade & Douglas, Inc. for itself and its successors and assigns (hereinafter called "Consultant").

PROFESSIONAL SERVICES

WHEREAS, City desires to engage Consultant to provide Professional Transportation Engineering and Planning Services as set forth herein and in accordance with Supplemental Agreements (hereafter "Services"); and

WHEREAS, Consultant has the experience, staff, and resources to perform such Services;

NOW, THEREFORE, City and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I. EMPLOYMENT OF CONSULTANT

A. Consultant shall perform on-call Transportation Engineering and Planning Services as set forth in this Agreement and a Supplemental Agreement (hereafter "Supplemental Agreement"). The Supplemental Agreement is made a part of this Agreement as if fully set forth herein. City shall pay Consultant for the performance of Services in the manner set forth herein and in the Supplemental Agreement.

B. Requests for services made by the City to Consultant are contingent upon execution of a Supplemental Agreement and the sufficiency of funding. No services shall commence on a particular project until a Supplemental Agreement has been executed by both parties, and City has notified Consultant to proceed as set forth in Section IV below.

SECTION II. CONTENT AND EXECUTION OF SUPPLEMENTAL AGREEMENT

A. Services to be provided shall be set forth in a Supplemental Agreement and amendments to that Agreement. The Supplemental Agreement may also include additional terms and conditions regarding payment and other matters necessary for the execution of particular projects. Supplemental Agreements shall not vary the terms of this Agreement, except where this Agreement authorizes such variance, and shall be interpreted consistently with this Agreement. If there is a conflict between this Agreement and Supplemental Agreements, this Agreement shall control.

B. Supplemental Agreements, and amendments to such Agreements, where payment for the Supplemental Agreement, as amended, does not exceed $100,000 may be negotiated and executed by the City Manager or his/her delegee and the authority for the Manager to do so is delegated by

the Durham City Council. Certain modifications to the Supplemental Agreements may also be made by the City of Durham's Manager of the Division of Transportation (hereafter "Transportation Manager") as described in Section IIIB below. It is necessary to give the Transportation Manager the authority to make minor modifications to Supplemental Agreements because of manner in which projects change as the work is progressively completed, and the need for flexibility as a project unfolds. Changes falling outside of the aforementioned areas shall require formal amendment to the Supplemental Agreement and shall be entered into and executed by the City Manager or his/her delegee as described above.

SECTION III RESPONSIBILITIES OF CONSULTANT AND CITY

A. CONSULTANT'S RESPONSIBILITIES

1. Reporting/Coordination. Consultant shall provide progress reports in a format acceptable to the City at intervals established in the Supplemental Agreement. At any time, upon request, the City shall be entitled to information regarding the status of the project. Consultant is responsible for coordinating its work with the City in such a manner so as to meet project deadlines.

2. Delays/Extensions. If delays to the completion date for the project or for tasks within the project that have individual deadlines result from circumstances that could not reasonably be foreseen by Consultant and which are beyond the reasonable control of the Consultant, one or more extensions of time may be granted, in writing, upon written request documenting the reasons for the request. The Transportation Manager for the City is authorized to grant such request, in his/her discretion, which shall be reasonably exercised, if such request falls within the parameters set forth in Section IIIB below.

3. Responsibility for Services Performed. Consultant shall maintain an adequate professional staff within the State of North Carolina to render Services to the City. Consultant may use subcontractors to provide Services only if such subcontractors and the services to be performed are identified in either the Master Agreement or a Supplemental Agreement. Otherwise all services described in the Supplemental Agreement shall be rendered by Consultant's employees. Consultant is responsible for the professional quality, technical accuracy, and timely completion and submission of all Services performed under this Agreement and Supplemental Agreements, and for the performance and payment of all subcontractors.

4. Professional Certifications/Endorsements. All final plans, documents, reports, studies, and other data or materials prepared by the Consultant will bear the endorsement of a person employed by Consultant or its approved subcontractors who shall be duly registered in the appropriate professional category for the work performed.

5. Ownership of Work Product. All plans, maps, documents, reports, studies, and/or other data and materials prepared or obtained under this Agreement and Supplemental Agreements (hereafter "work product") shall be considered works made for hire and shall become the property of the City without restriction or limitation on their use; provided, however, that where the work product is associated with a particular improvement or physical site, reuse of the work product for any purpose other than the project for which the work product was originally prepared without the written consent of the Consultant shall be at the sole risk of the user and without liability to Consultant. Such work product shall be made available, upon

request, to the City at any time during the term of this Agreement and Supplemental Agreements.

6. Retention of Records. Consultant shall maintain all books, documents, and papers pertaining to Services performed under this Agreement, and accounting records, and other records of costs incurred in performance of this Agreement and Supplemental Agreements and shall make them available to the City upon request during the period of this Agreement and for three years after final payment is made. Records of costs incurred include the Consultant's general accounting records and the Project records, together with supporting documents and records of the Consultant and all subcontractors-performing work on the Project, and all other records of the Consultant and subcontractors considered necessary by the City for a proper audit of project costs.

7. Meetings. Consultant shall meet with City representatives at mutually agreed upon times upon the City's request. Such meetings shall be held at locations designated by the City.

B. CITY'S RESPONSIBILITIES

1. Transportation Manager Authority. The Transportation Manager is authorized to take actions on behalf of the City with respect to performance of this Agreement and Supplemental Agreements. His/her instructions, requests, and decisions on behalf of the City, where documented in writing, and not inconsistent with this Agreement or Supplemental Agreements shall be binding. This authorization does not give the Transportation Manager the authority to enter into Supplemental Agreements or amendments to the Agreement or Supplemental Agreements, other than as described in this Agreement. The Transportation Manager may authorize and execute the following changes, if such are agreed to in writing by both parties: change the amount of payment for particular subtasks, if such changes do not alter the rate of compensation of Consultant or its subordinates, or increase the total compensation required for completion of the project, or reduce the amount of work being performed by Consultant; refine or redistribute services where there is no change in the general amount, scope, or nature of the work to be performed on a project; and extend time for a project or portion thereof if the final completion date for the project is not extended by more than 25% of the time originally allotted for the project.

2. City Information. City shall provide existing data, plans, reports, and other information in possession of or under control of the City, which are necessary for Consultant's Performance of Services and shall assist Consultant in obtaining other necessary information from City's files.

3. Notice of Inadequate Performance. City shall give prompt written notice to the Consultant if the City observes or otherwise becomes aware of any fault or defect in Consultant's conformance to this Agreement. Failure to give such notice shall not constitute a waiver of the City's right to require compliance with this Agreement or Supplemental Agreements.

SECTION IV. PERIOD OF SERVICE

A. DURATION

This Master Agreement shall authorize Supplemental Agreements to be executed for a three (3) year period from the date of execution of this Agreement. Any Supplemental Agreement executed

within three years of execution of this Master Agreement shall be binding for the time period set forth therein, and this Agreement and such Supplemental Agreement, and amendments to such Agreements, shall be binding for the time period set forth in the Supplemental Agreement.

B. NOTICE TO PROCEED

Services shall commence upon execution of Supplemental Agreements describing the specific project and Services to be performed. The Transportation Manager or his/her designee will issue a written Notice to Proceed following execution of such Supplemental Agreement(s). Consultant will not commence Services until such notice is received.

SECTION V. COMPENSATION

A. GENERAL PROVISIONS/HOURLY RATE SCHEDULE

The terms of payment for Services provided by Consultant shall be set forth in each Supplemental Agreement. Such Agreement may provide for compensation in accordance with an hourly rate schedule, or a set fee for Services, paid one time or in periodic payments, or a combination of these methods of compensation.

Unless otherwise provided in the Supplemental Agreement, Consultant shall obtain, and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform Services under this Agreement. In addition to hourly rates or the set fee payment set forth in the Supplemental Agreement, City shall pay Consultant for expenses and costs only when reimbursement for such items is specifically provided for in a Supplemental Agreement. The City shall not be obligated to pay any expenses and costs not specifically identified in a Supplemental Agreement.

B. INVOICES/COSTS

1. Frequency/Detail

Invoices for all compensation owed in accordance with the Supplemental Agreement, including but not limited to hourly fees, lump sum payments, periodic payments, and all specifically identified, reimbursable costs and expenses shall be submitted to the City on a monthly basis, or on such other schedule as may be provided in the Supplemental Agreement. Invoices shall provide sufficient detail to process the invoice for payment and for a proper preaudit and postaudit thereof in accordance with City standards. If Consultant has performed Services for which payment is not yet due, as, for example, when there is a limitation on the amount of periodic payments, or when compensation is not due until a particular task is completed, Consultant shall invoice the City only for those amounts owed under the provisions of the Supplemental Agreement, and shall show Services performed for which compensation is not yet owed separately from the amounts currently due.

2. Receipts

If a Supplemental Agreement specifically allows for basic incidental project expenses to be billed without receipts, these expenses may include but are not limited to local mileage, local and long distance telephone calls, fax expenses, photocopies, and other routine expenses normally sustained in the performance of engineering and planning work. If such expenses are specifically allowed, Consultant may include, without receipts, an amount equal to 6.5% of labor costs as an allocation for these expenses, without providing receipts for the expenses. A percentage amount for basic incidental project expenses shall not be allowed if compensation is through a set fee, whether paid at one time or in periodic payments. A Supplemental Agreement may also specifically allow for payment of unusual, nonroutine direct expenses. In order to be eligible for reimbursement, such expenses must be identified in the Supplemental Agreement. Such expenses may include but not be limited to, mileage for travel to sites outside of a 75 mile radius of Durham (but not including mileage to and from Consultant's place of business to Durham), rental cars, lodging, and meals. Where such expenses are eligible for reimbursement, the Consultant shall collect and maintain receipts for said expenses and furnish such receipts to the City with the periodic invoices submitted for Services. Reimbursement shall be provided per City guidelines. Travel, lodging, and meal costs shall be governed by City guidelines and restrictions regarding reimbursable costs for City employees.

3. Additional Guidelines Regarding Determination of Costs.

Where reimbursement for costs is specifically allowed in the Supplemental Agreement, but the determination of such costs is not provided for in this Agreement or such Supplemental Agreement, or in the event of a dispute regarding costs not governed by this Agreement, the provisions of Titles 23, 48, and 49 of the Code of Federal Regulations and other pertinent Federal, State, and City regulations or guidelines shall apply, with the limitation that the more restrictive of those regulations or guidelines will govern in case of inconsistency.

4. Disputed Items

In the event that Consultant's invoices and receipts are submitted in compliance with the requirements of this Agreement, if the City disputes the billing of items in any invoices submitted by Consultant City shall notify the Consultant within 60 days of receipt of any disputed item and request clarification and/or remedial action. If objections are not raised within 60 days of receipt of the invoice, the City's objections as to the billing amount shall be waived, and the invoice shall be deemed due and owing. After this point, Consultant may include the disputed item(s) in its regular, periodic invoices or on a special invoice for the disputed item only. This paragraph does not alter or waive the City's right to dispute, question, or bring any action regarding the quality of the services rendered under this Agreement and an implementing Supplemental Agreement.

B. PAYMENT/LATE PAYMENT

Within 30 days after the City receives Consultant's invoice, City shall pay Consultant for undisputed amounts within the invoice, unless the invoice does not properly reflect the amounts owed in accordance with limitations contained in a Supplemental Agreement. City recognizes that late payment of invoice results in extra expense to the Consultant and, therefore, invoices that are not paid in full by 30 days past the date of receipt and approval of any undisputed invoice may

thereafter bear an additional charge of 1.5% per month of the unpaid amount, prorated by days, until payment is received by the Consultant. In addition, Consultant may, after giving seven days' written notice to City, suspend Services until the City has paid all amounts due. Disputed amounts are exempt from the 30 day Period.

C. AUDIT OF RECORDS

The Consultant agrees to maintain all information pertaining to billing for Services performed under this Agreement for three years after final payment has been made.

SECTION VI SDBE REQUIREMENTS

A. EEO.

POLICY STATEMENT. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER City CONTRACTS.

Consultant agrees as follows: (1) Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) Consultant shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) Consultant shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding. (4) In the event of Consultant's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare Consultant ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, Consultant shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

B. SDBE.

The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the

deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations.

SECTION VII. INSURANCE COVERAGE AND INDEMNIFICATION

A. Consultant agrees to indemnify the City as provided in C below. Consultant will also maintain, as a minimum, the insurance described in B below under "Low Risk" during the time period of this Agreement and Supplemental Agreements. For any work that requires construction drawings or designs that bear a professional seal, Consultant will provide the additional insurance described in A below as "High Risk". When work falls within the "High Risk" category (i.e., involves sealed construction or design drawings) the Supplemental Agreement shall indicate such, and Consultant shall demonstrate at that time compliance with the High Risk insurance option.

INSURANCE REQUIREMENTS/High Risk

1. General Insurance Requirements

Workers' Compensation. CONSULTANT shall have and maintain, during the period of this Agreement and Supplemental Agreements, Worker's Compensation and Employer's Liability Insurance with a company or companies authorized to do business in the State of North Carolina, for the protection of CONSULTANT's employees, as required by law of any employer.

Vehicle Liability. CONSULTANT shall also provide and maintain in full force and effect during the time of this Agreement and Supplemental Agreements, insurance covering the operation of automobiles and other vehicles in a company authorized to do business in North Carolina and satisfactory to CITY, protecting CONSULTANT and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONSULTANT, and liability or damages to property, arising from or growing out of CONSULTANT's operations in connection with the performance of this Agreement and Supplemental Agreements. Such insurance shall covered owned, non-owned, and hired vehicles and shall provide combined single limits of not less than One Million Dollars ($1,000,000) per accident.

Commercial General Liability. CONSULTANT shall maintain commercial general liability insurance covering premises/operations, products/completed operations, broad form property damage, contractual liability, independent contractors (if any), and XCU coverage (explosion, collapse, and underground) if any apply to the work of this contract. Coverage shall be maintained with an insurance company authorized to do business in North Carolina and satisfactory to CITY. Such insurance shall provide, at a minimum, combined single limits of $3,000,000. The City of Durham, North Carolina, it officers, employees, and elected officials shall be named as additional insured. The additional insured coverage must be evidenced by either an original of the endorsement to effect the coverage, or, if blanket coverage is provided, then the agent shall indicate the form number in the proper section of the certificate of insurance.

2. Professional Liability Insurance.. CONSULTANT shall also provide and maintain Professional Liability Insurance coverage to protect CITY from liability arising out of the performance of professional services, if any, under this Agreement and Supplemental Agreements. Such coverage shall be in the sum of not less than Three Million Dollars

($3,000,000). Prior written approval of the CITY shall be required if CONSULTANT maintains a deductible greater than $10,000.

.

B. INSURANCE REQUIREMENTS/Low Risk

1. General Insurance Requirements

Workers' Compensation. CONSULTANT shall have and maintain, during the period of this Agreement and Supplemental Agreements, Worker's Compensation and Employer's Liability Insurance with a company or companies authorized to do business in the State of North Carolina, for the protection of CONSULTANT's employees, as required by law of any employer.

Vehicle Liability. CONSULTANT shall also provide and maintain in full force and effect during the time of this Agreement and Supplemental Agreements, insurance covering the operation of automobiles and other vehicles in a company authorized to do business in North Carolina and satisfactory to CITY, protecting CONSULTANT and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONSULTANT, and liability or damages to property, arising from or growing out of CONSULTANT's operations in connection with the performance of this Agreement and Supplemental Agreements. Such insurance shall covered owned, non-owned, and hired vehicles and shall provide combined single limits of not less than One Million Dollars ($1,000,000) per accident.

Commercial General Liability. CONSULTANT shall maintain commercial general liability insurance covering premises/operations, products/completed operations, broad form property damage, contractual liability, independent contractors (if any), and XCU coverage (explosion, collapse, and underground) if any apply to the work of this contract. Coverage shall be maintained with an insurance company authorized to do business in North Carolina and satisfactory to CITY. Such insurance shall provide, at a minimum, combined single limits of $1,000,000. The City of Durham, North Carolina, it officers, employees, and elected officials shall be named as additional insured. The additional insured coverage must be evidenced by either an original of the endorsement to effect the coverage, or, if blanket coverage is provided, then the agent shall indicate the form number in the proper section of the certificate of insurance.

2. Professional Liability Insurance

CONSULTANT shall also provide and maintain Professional Liability Insurance coverage to protect CITY from liability arising out of the performance of professional services, if any, under this Agreement and Supplemental Agreements. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000). Prior written approval of the CITY shall be required if CONSULTANT maintains a deductible greater than $10,000.

C. INDEMNIFICATION

(a) To the maximum extent allowed by law, the Consultant shall defend, indemnify, and save harmless Indemnities from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of negligent acts or omissions of the Consultant or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Consultant shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnities" means City and its officers, officials, independent contractors, agents, and employees, excluding the Consultant (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Consultant under this contract. (e) Limitations of the Consultant's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Consultant to indemnify or hold harmless Indemnities against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnities. This indemnification does not require that Consultant indemnify the City for damages that could not be reasonably anticipated from the nature of the work performed by Consultant.

SECTION VIII. GENERAL PROVISIONS

A. REUSE OF DOCUMENTS

Reuse by City of products and deliverables (final drawings, plans, calculations, specifications, studies, electronic data and information, software programs, etc.) furnished by Consultant is allowed. However, if such use is not for the specific project or uses described in the Supplemental Agreement, and if Consultant does not furnish a written verification that the products and deliverables can be reused for the City's other purposes, or does not adapt them for such purposes, then reuse is at the City's sole risk and without liability or legal exposure to the Consultant.

B. CHOICE OF LAW AND FORUM

This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal

court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section. This subsection (B) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

C. SUCCESSORS AND ASSIGNS

City and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. Neither City nor Consultant shall assign, delegate, or transfer any interest in or duties arising out of this Agreement without the written consent of the other.

D. MODIFICATIONS; ENTIRE AGREEMENT

No modification to this Agreement, or any attachments hereto, or to any Supplemental Agreement, shall have any force or affect unless the change is reduced to writing, dated, and made part of this Agreement. Except where this Agreement authorizes changes to be made by the Transportation Manager (or designee), the execution of any changes on behalf of the City must be signed by the City Manager or a deputy or Assistant City Manager. This Agreement contains the entire Agreement between the parties pertaining to the general provisions of employment of the Consultant. There are no promises, conditions, inducements, warranties, or written or oral understandings, express or implied, between the parties, other than as specifically set forth or referenced in this Agreement.

E. NOTICES

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed to Consultant at the name and address stated herein, and to City at the name and address stated below:

For the City:

Mark D. Ahrendsen
Durham Division of Transportation
101 City Hall Plaza
Durham, NC 27701
Phone Number is (919)560-4366
Fax number is (919)560-4561
Email:Mark.Ahrendsen@durhamnc.gov

For Consultant:

Mushtaqur Rahman, PhD, PE
Parsons Brinckerhoff Quade & Douglas, Inc.
909 Aviation Parkway, Suite 1500
Morrisville, NC 25760
Phone: 919-468-2133
Fax: (919) 467-7322
Email: RahmanMus@pbworld.com

F. DISPUTES

If both parties agree, Claims by the City or Consultant arising out of this Agreement or Supplemental Agreements may be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, or to local mediation.

G. DISCLOSURE/PUBLICITY

The Consultant shall make no statements, or press or publicity releases concerning this Agreement or Supplemental Agreements or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement or Supplemental Agreements during the period of the Agreement, without first notifying the City and securing its consent in writing. The Consultant also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement or Supplemental Agreements, it being understood that such data or information is the property of the City.

H. WAIVER

No action or failure to act by the City shall constitute a waiver of any of the City's rights or remedies arising out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

I. NO THIRD PARTY RIGHTS

This Agreement is intended for the benefit of the City and the Consultant and not for any other person.

J. SEVERABILITY

If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

K. PERFORMANCE OF GOVERNMENT FUNCTIONS

Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

L. ASSIGNMENT, SUCCESSORS AND ASSIGNS.

Without the City's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Consultant and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it

and its heirs, personal representatives, successors, and assigns.

M. COMPLIANCE WITH LAW

In performing all of the Work, the Consultant shall comply with all applicable law.

SECTION IX. TERMINATION OF AGREEMENT

A. DEFAULT

This Agreement or Supplemental Agreements may be terminated in whole or in part in writing by either party at any time for breach or default; provided that no termination for default may be affected unless the other party is given a ten (10) working day cure period after written notice of intent to terminate is delivered by Certified Mail, Return Receipt Requested to the party allegedly in default.

B. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Agreement or Supplemental Agreements in whole or in part in writing, delivered by Certified Mail, Return Receipt Requested at any time the interest of the City requires such termination.

If the Agreement or any Supplemental Agreement is terminated for convenience before performance is completed, the Consultant shall immediately discontinue all services, unless notice from the City directs otherwise. City shall pay Consultant for the work performed to the date of receipt of notice of termination, which may be given by personal service or fax, in addition to mail as described in VIII.E. above. The City shall pay Consultant the lesser of either Consultant's substantiated labor and costs, or the percentage of the contract price corresponding to the percentage of the total work that has been completed under the Supplemental Agreement.

C. DELIVERY OF DOCUMENTS AFTER TERMINATION

Upon any termination, Consultant shall deliver or otherwise make available to City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials that have been created, in whole or in part, or accumulated by Consultant in performing this Agreement or Supplemental Agreements.

D. CITY MAY COMPLETE WORK

Upon termination City may complete the services in any way that the City, in its discretion, determines is appropriate, including but not limited to using City personnel, or contracting with outside parties. Completion of such work shall not waive any of City's rights and remedies.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM
ATTEST:

City Clerk

By: _____
City Manager

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City's finance officer

11/3/00
Date

PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.
ATTEST:

Thomas G Depeck
ASSISTANT Secretary
(Affix Corporate Seal)

By: Mary h. Clapp
Vice President

State of _____

County of _____

ACKNOWLEDGMENT BY CORPORATION

I, a notary public in and for the aforesaid county and state, certify that THOMAS G. DEFOIS Personally appeared before me this day and stated that he or ~~she~~ is ASST. Secretary of PBQ&D INC., a corporation, and that by authority duly given and as the act of the corporation, the forgoing contract or agreement with the City of Durham was signed in its name by its V.P. President, whose name is MARY H. CLOTH, sealed with its corporate seal, and attested by him/herself as it said Secretary or Assistant Secretary. This the 19 day of 19 OCT, 2006

My Commission Expires:

_____

_____
Notary Public

Joseph J. Nye
Notary Public, State of New York
No. 01NY5037527
Qualified in New York County
Commission Expires Dec. 27 20 06

Attachment - A

Parsons Brinckerhoff Quade & Douglas, Inc.
909 Aviation Parkway
Suite 1500
Morrisville, NC 27560
Phone: 919-467-7272
Fax: 919-467-7322

CONFIDENTIAL
Hourly Classification Rates
Parsons Brinckerhoff Quade & Douglas, Inc.
April 21, 2006

CLASSIFICATION	HOURLY RATE	LOADED RATES
Principal In Charge	$70.67	$200.96
Senior Supervising Planner	$60.07	$170.80
Supervising Engineer/Planner	$46.07	$131.00
Senior/Lead Engineer/Planner	$41.74	$118.69
Engineer/Planner	$32.14	$91.39
Assistant Engineer/Planner	$23.98	$68.19
Sr Technical Advisors	$77.74	$221.05
CADD	$24.72	$70.30
Admin/Graphics/Documents	$21.45	$60.99
Interns	$16.00	$45.50

Note: The above is confidential and privileged information. The loaded rates are effective April 21, 2006 and account for current overhead rate of 158.5 percent, and 10 percent fee.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 11/01/2005

PRODUCER

Serial # 504820

Aon Risk Services, Inc. of New York
55 East 52nd Street
New York, NY 10055
PHONE: 866-266-7475
FAX: 866-467-7847

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

COMPANIES AFFORDING COVERAGE

COMPANY A: AMERICAN CASUALTY CO. OF READING PA (NAIC #20427)

COMPANY B: XL INSURANCE AMERICA, INC. (NAIC #24554)

COMPANY C: TRANSPORTATION INSURANCE COMPANY (NAIC #20494)

COMPANY D: CONTINENTAL CASUALTY COMPANY (NAIC #20443)

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED B Y THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	GL 2057247647	11/01/2005	11/01/2006	GENERAL AGGREGATE	$	5,000,000
C	X COMMERCIAL GENERAL LIABILITY	GENERAL LIABILITY (A/S)			PRODUCTS - COMP/OP AGG	$	5,000,000
	CLAIMS MADE X OCCUR	GL 2057247616			PERSONAL & ADV INJURY	$	1,000,000
	OWNER'S & CONTRACTOR'S PROT	GENERAL LIABILITY-STOP GAP			EACH OCCURRENCE	$	1,000,000
	X CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire)	$	300,000
					MED EXP (Any one person)	$	5,000
A	AUTOMOBILE LIABILITY	BUA 2057247633	11/01/2005	11/01/2006	COMBINED SINGLE LIMIT	$	2,000,000
D	X ANY AUTO	COMMERCIAL AUTO					
	ALL OWNED AUTOS	BUA 2057247650 PD			BODILY INJURY (Per person)	$	
	SCHEDULED AUTOS	AUTO PHYSICAL DAMAGE					
	HIRED AUTOS				BODILY INJURY (Per accident)	$	
	NON-OWNED AUTOS	$500 DED COMP					
		$1,000 DED COLL			PROPERTY DAMAGE	$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$	
	ANY AUTO				OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	$	
					AGGREGATE	$	
B	EXCESS LIABILITY	US00007463LI05A	11/01/2005	11/01/2006	EACH OCCURRENCE	$	2,000,000
	X UMBRELLA FORM				AGGREGATE	$	2,000,000
	OTHER THAN UMBRELLA FORM					$	
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 2057247583 AOS	11/01/2005	11/01/2006	X WC STATU-TORY LIMITS OTH-ER		
A		WC 2057247597 CA ONLY	11/01/2005	11/01/2006	EL EACH ACCIDENT	$	1,000,000
C	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL / EXCL	WC 2057247602 RETRO (OR,VA,WI)	11/01/2005	11/01/2006	EL DISEASE - POLICY LIMIT	$	1,000,000
					EL DISEASE - EA EMPLOYEE	$	1,000,000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(PB #20345) DURHAM ON-CALL TRANSPORTATION SERVICES. THE CITY OF DURHAM, NORTH CAROLINA, ITS OFFICERS, EMPLOYEES, AND ELECTED OFFICIALS ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL AND AUTO LIABILITY ONLY AND ONLY WITH RESPECTS TO LIABILITIES ARISING OUT OF PB'S OPERATIONS.

CERTIFICATE HOLDER

CITY OF DURHAM TRANSPORTATION DIVISION
ATTN: H WESLEY PARHAM, PE
ASSISTANT TRANSPORTATION MANAGER
101 CITY HALL PLAZA
DURHAM, NC 27701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF NY

Karen A. Tuozzo

AA 10242936

© ACORD CORPORATION 1988

POLICY NUMBER: GL 2057247647 A/S COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Durham, North Carolina, its officers, employees, and elected officials

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

(PB#20345)

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002182341-02

PRODUCER
MARSH USA, INC.
FINPRO
1166 AVENUE OF THE AMERICAS
38TH FLOOR
NEW YORK, NY 10036

IC -QUADE-01 1M-

INSURED
PARSONS BRINCKERHOFF
QUADE & DOUGLAS, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A CONTINENTAL CASUALTY COMPANY

COMPANY B

COMPANY C

COMPANY D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EACH EMPLOYEE	$
A	OTHER PROFESSIONAL LIABILITY	EXN008232770	11/01/05	11/01/06	$3,000,000 Per Claim $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Durham On-Call Transportation Services
PB# 20345

CERTIFICATE HOLDER

City of Durham Transportation Division
101 City Hall Plaza
Attn: H. Wesley Parham, PE
Assistant Transportation Manager
Durham, NC 27701

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Catha Pavloff Catha Pavloff

MM1(3/02)

VALID AS OF: 10/27/05