

SUPPLEMENTAL AGREEMENT NO. 5

This supplemental agreement is made and entered into _____, _____, by and between the CITY OF FRANKLIN REDEVELOPMENT COMMISSION, acting by and through its proper officials (hereinafter referred to as "LPA") and CROSSROAD ENGINEERS, PC (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, LPA and the CONSULTANT did, on May 20, 2010, enter into a contract for the preparation of contract plans for the Greenways Corridor Design ("Project").

WHEREAS, LPA and the CONSULTANT did, on October 20, 2011, amend said contract with Supplemental Agreement No. 1 to provide professional services related to the preparation of a TIGER III Grant Application to pursue USDOT funds for use in implementing the Project.

WHEREAS, LPA and the CONSULTANT did, on July 19, 2012, amend said contract with Supplemental Agreement No. 2 to provide professional services to prepare construction drawings and specifications necessary for the enhancement of several parking areas in the downtown area of the City of Franklin.

WHEREAS, LPA and the CONSULTANT did, on October 18, 2012, amend said contract with Supplemental Agreement No. 3 to provide construction inspection and construction staking services necessary for the enhancement of several parking areas in the downtown area of the City of Franklin.

WHEREAS, LPA and the CONSULTANT did, on December 19, 2013, amend said contract with Supplemental Agreement No. 4 to continue providing construction inspection and construction staking services necessary for the enhancement of several parking areas in the downtown area of the City of Franklin.

WHEREAS, LPA desires the CONSULTANT to provide preliminary engineering, R/W engineering, and R/W acquisition services necessary for the reconstruction of Jefferson Street (SR 44) from 0.25 miles west of US 31 through Eastview Drive in the City of Franklin. These services will be provided as described in the attached Fee Proposal dated January 10, 2014.

WHEREAS, in order to provide for completion of the work, it is necessary to amend and supplement the contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. SECTION IV COMPENSATION is amended to read as follows:
The LPA shall pay the CONSULTANT for the Services performed under this Contract and all amendments thereto as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 2,687,380.00.
2. Appendix "D" is amended as attached EXHIBIT "A".
3. Except as herein modified, changed and supplemented, all terms of the original contract dated May 20, 2010 and subsequent supplementals, shall continue in full force and effect.

Non Collusion - The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CROSSROAD ENGINEERS, PC

(CONSULTANT)

Signature

Walter E. Charles, President
(Print or type name and title)

Attest:

Signature

Trent E. Newport, Vice President
(Print or type name and title)

CITY OF FRANKLIN REDEVELOPMENT COMMISSION

FRANKLIN, INDIANA
(LOCAL PUBLIC AGENCY)

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "D"

COMPENSATION:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ **2,687,380.00** (Section A. 2 - \$1,055,565.00; Section A. 3 - \$28,772.00; Section A. 4 - \$379,993.00; Section A. 5 - \$908,050.00; Section A. 6 - \$218,400.00; Section A. 7 - \$96,600.00), unless a supplement is executed by the parties that increases the maximum amount payable.

2. The CONSULTANT shall be paid for the following work performed under this Contract on a lump sum basis according to the following schedule:

a.	Survey	\$ 186,600.00
b.	Corridor Design, Plan Preparation & Consultation	\$ 701,300.00
c.	Traffic Signal & Lighting Design	\$ 84,800.00
d.	Utility Coordination	\$ 27,600.00
e.	Public Involvement & RDC / City Review Meetings	\$ 40,300.00
f.	Regulatory Submittals	\$ 30,200.00
g.	Operations & Maintenance Manual	\$ 9,200.00
h.	TIGER III Grant Application Preparation	\$ 16,500.00
i.	Downtown Parking Lot Enhancement	<u>\$ 85,150.00</u>
	Subtotal Section A. 2	\$ 1,181,650.00
	Less Credit for Services Not Performed	<u>\$ 126,085.00</u>
	TOTAL Section A. 2	\$ 1,055,565.00

3. The CONSULTANT shall be paid for the following work performed under this Contract on an hourly or unit price basis with the following maximum amount payable per task:

a.	Environmental Services	
a. 1.	Environmental Doc. Preparation – CE Level 2-3	\$ 15,770.00
a. 2.	Section 106 Documentation – Long Form	\$ 12,450.00

b.	Geotechnical Evaluation	\$ 8,700.00
	Subtotal Section A. 3	\$ 36,920.00
	Less Credit for Services Not Performed	\$ 8,148.00
	TOTAL Section A. 3	\$ 28,772.00

4. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the hourly billing rates per classification:

<u>Personnel Classification</u>	<u>Billing Rates 2012</u>	<u>Billing Rates 2013</u>
Director	\$130.00	\$135.00
Resident Project Rep.	\$100.00	\$105.00
Asst. Resident Project Rep.	\$ 90.00	\$ 95.00
Project Inspector	\$ 80.00	\$ 85.00
Asst. Project Inspector	\$ 65.00	\$ 65.00
CADD Technician	\$ 75.00	\$ 80.00
Survey Manager	\$100.00	\$105.00
Survey Crew	\$140.00	\$145.00
Crew Chief	\$ 80.00	\$ 85.00
Field Man	\$ 60.00	\$ 60.00
Survey Technician	\$ 70.00	\$ 75.00
Mileage	\$ 0.48	\$ 0.48

5. The CONSULTANT shall be paid for the following work performed under this Contract on a lump sum basis according to the following schedule:

a.	Supplemental Field Survey	\$ 43,700.00
b.	Engineering Assessment Report	\$ 31,900.00
c.	Road Design & Plan Preparation	\$ 544,000.00
d.	Intersection Improvements @ SR 44 & Eastview Drive	\$ 29,400.00
e.	Landscape Design & Plan Preparation	\$ 119,750.00
f.	Utility Coordination	\$ 38,400.00
g.	Public Hearing / Public Information Meetings (Total of 2)	\$ 10,400.00
h.	Regulatory Submittals	\$ 27,300.00
i.	Environmental Document Preparation – CE Level 2	\$ 63,200.00
	Total Section A. 5	\$ 908,050.00

6. The CONSULTANT shall be paid for the following work performed under this Contract on an hourly or unit price basis with the following maximum amount payable per task:

a.	Geotechnical Evaluation	\$ 45,600.00
b.	Preliminary T & E Reports – Permanent Parcels (15 parcels @ \$600 each)	\$ 9,000.00
c.	Last Deeds of Record – Temporary Parcels (15 parcels @ \$150 each)	\$ 2,250.00
d.	Appraisal Problem Analysis (30 parcels @ \$200 each)	\$ 6,000.00
e.	Short Form Appraisal (30 parcels @ \$2,300 each)	\$ 69,000.00
f.	Review Appraisal (45% of appraisal fees)	\$ 31,050.00
g.	Negotiations – Permanent (15 parcels @ \$1,500 each)	\$ 22,500.00
h.	Negotiations – Temporary (15 parcels @ \$1,200 each)	\$ 18,000.00
i.	Title Updates (30 parcels @ \$175 each)	\$ 5,250.00
j.	Document Preparation & Title Review (30 parcels @ \$175 each)	\$ 5,250.00
k.	Partial Mortgage Release / Recording Fees (15 parcels @ \$300 each)	\$ 4,500.00
TOTAL Section A. 6		\$ 218,400.00

7. The CONSULTANT shall be paid for the following work performed under this Contract on an hourly or unit price basis with the following maximum amount payable per task:

a.	Right of Way Engineering (30 parcels @ \$1,200 each)	\$ 36,000.00
b.	Right of Way Plats (15 parcels @ \$500 each)	\$ 7,500.00
c.	Right of Way Legal Descriptions (30 parcels @ \$600 each)	\$ 18,000.00
d.	Right of Way Management (30 parcels @ \$700 each)	\$ 21,000.00
e.	Payment Processing & Deed Recordation (30 parcels @ \$120 each)	\$ 3,600.00
f.	Right of Way Staking (30 parcels @ \$350 each)	\$ 10,500.00
TOTAL Section A. 7		\$ 96,600.00

The CONSULTANT shall not be paid for any services performed by LPA or INDOT, or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice per calendar month for work covered under this Contract. The invoices shall be submitted to:

City of Franklin Redevelopment Commission
70 E. Monroe Street
Franklin, Indiana 46131

The invoices shall represent the value to the LPA of the partially completed work as of the date of the invoice. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix "D", including percentage complete and prior payments.

2. The LPA, for and in consideration of the rendering of the engineering services provided for in **Section A. 2** and **Section A. 5** of this Appendix "D", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

b. Upon approval by the LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under **Section B. 2. a** of this Appendix "D", shall be due and payable to the CONSULTANT.

- c. The lump sum fees shown for the services in **Section A. 2. e.** and **Section A. 5. g.** are established assuming the LPA will provide the location for the meetings as well as a taped recording of the proceedings in the event that an official Public Hearing is required.
- d. The lump sum fees shown for the services in **Section A. 2.** do not include the payment of any fees to procure permits from the variously affected agencies such as Rule 5 permit application fees, NOI Advertisements, or DNR permit application fees. Any fees paid by CONSULTANT for permit applications and any activities such as public advertisements will be invoiced to the LPA at the actual cost plus a 10% mark-up for task coordination and administrative.
3. For those services provided for in **Section A. 3.** and **Section A. 6.** of this Appendix "D" performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, plus a 10% mark-up for task coordination and administrative efforts, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement therefore.
4. A portion of the services provided for in **Section A. 4.** of this Appendix "D" will be performed by the CONSULTANT on an hourly basis. When submitting an invoice for these services, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last invoice was submitted, and the hourly rate. The remainder of the services provided for in **Section A. 4.** of this Appendix "D" will be performed by other than the CONSULTANT. The CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.
5. If the LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 9 of this Contract or the CONSULTANT's last known address.