

SUPPLEMENTAL AGREEMENT NO. 2

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 desires the CONSULTANT 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 as described in the attached Proposal, including the Exhibit "A".

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 A.1 of Appendix "D" is amended to read as follows:

The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 1,218,570.00 (Section A. 2 - \$1,181,650.00; Section A. 3 - \$36,920.00), unless a supplement is executed by the parties that increases the maximum amount payable.

2. The following pay item is being added to section A.2. – of Appendix "D":

i. Downtown Parking Lot Enhancement	\$85,150.00
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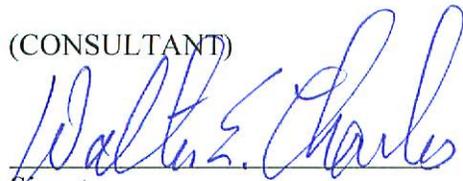
- 3 Except as herein modified, changed and supplemented, all terms of the original contract dated May 20, 2010 and subsequent supplementals, shall continue in full force and effect.

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

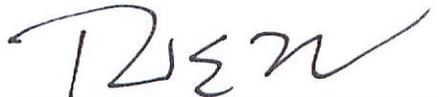
(CONSULTANT)



Signature

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

Attest:



Signature

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

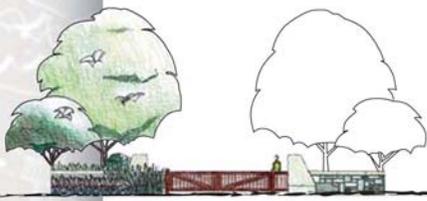
CITY OF FRANKLIN REDEVELOPMENT COMMISSION  
FRANKLIN, INDIANA  
(LOCAL PUBLIC AGENCY)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)



PROJECT: CITY OF FRANKLIN - DOWNTOWN PARKING LOT ENHANCEMENT PROPOSAL  
DATE: 12 JUNE 2012

### Scope of Work

Preparation of construction drawings and specifications for public bidding for areas as delineated on Exhibit 'A' dated 12 June 2012. The desired process is proposed as follows:

1. Detailed site survey including topographic and improvement data for parking lots and properties to be renovated
2. Vacate alleys as necessary to accommodate design
3. Update conceptual parking designs to match site survey data and evaluate the following:
  - a. Storm water management
    - i. Green Infrastructure opportunities
    - ii. Existing inlet connection and capacity
  - b. Lighting locations and schematic wiring routes
  - c. Re-use of existing perimeter sidewalks and curbs where in good condition
  - d. Existing tree locations and incorporation into parking layout
  - e. Island location and quantity
  - f. Schematic location and approximate quantity of landscape
    - i. Shade and ornamental trees
    - ii. Shrubs, perennials and rain garden plugs
4. Design review meeting with City of Franklin and Johnson County joint steering committee
5. Update plans per direction of steering committee
6. Assess utility conflicts and coordinate resolutions
7. Prepare detailed site work construction documents
  - a. Demolition
  - b. Maintenance of Traffic
  - c. Layout and Grading
  - d. Lighting
  - e. Landscape
  - f. Storm Sewer Plan and Profile
  - g. Construction Details and Cross Sections
  - h. Technical Specifications
8. Construction bidding and administration
  - a. Onsite pre-bid meeting
  - b. Respond to contractor requests for information (RFI's)

In addition to the above scope of work, a design team representative will be available each month to update the City of Franklin Redevelopment Commission with regard to design progress.

### Fees

Addendum fees are a lump sum amount of \$ 85,150.00. Standard reimbursable expenses shall be addressed per the original contract.

