

SUPPLEMENTAL AGREEMENT NO. 3

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 desires the CONSULTANT 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. These services will be provided as described in the attached Fee Proposal dated September 18, 2012.

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 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 \$ 1,518,563.00.

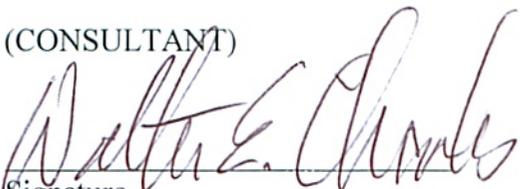
- 2. Appendix "D" is amended as attached EXHIBIT "A".
- 3. Except as herein modified, changed and supplemented, all terms of the original contract dated May 20, 2010 and subsequent supplementals, shall continue in full force and effect.

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)

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

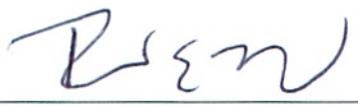

Signature

Signature

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

(Print or type name and title)

Attest:


Signature

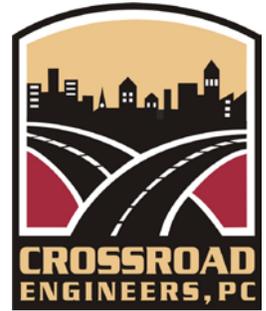
Signature

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

(Print or type name and title)

September 18, 2012

Mr. Robert Heuchan, President
City of Franklin Redevelopment Commission
71 E. Court Street
Franklin, IN 46131



RE: Downtown Street & Parking Lot Improvements
Fee Proposal for Construction Inspection & Construction Staking

Dear Mr. Heuchan:

As you requested, we have prepared a fee proposal to provide construction inspection services relative to the above referenced project. It is our understanding that the current milestone dates for this project are:

September 14, 2012	Bid Letting
September 24, 2012	Start Construction
November 30, 2013	Break for Winter
April 1, 2013	Begin Spring Construction
August 1, 2013	Final Completion
September 15, 2013	Submit Final Record

We also understand that these dates are estimated at this time and may be subject to change.

Below is a listing of individuals we will be using on this project:

Trent E. Newport	Director
Derek Snyder	Resident Project Representative
Matt McElroy	Assistant Resident Project Representative
To Be Named	Project Inspector
To Be Named	CADD Technician (As Builts)

During the 2012 construction season (estimated 10 weeks), we have budgeted 10 hours per week for the Director, 4 hours per week for the Resident Project Representative, and 8 hours per week for the Assistant Resident Project Representative. During the 2013 construction season (estimated 17 weeks), we have budgeted 10 hours per week for the Director, 50 hours per week for the Assistant Resident Project Representative and 40 hours per week for the Project Inspector. Assisting us will be Remenschneider Associates (RAI). Its role will be to provide construction inspection services to ensure the design intent of the site features and that the landscape items are installed per plans and specifications. A detailed proposal and associated manhour estimate to provide these services has been attached to this proposal. We will also be providing construction staking services on an hourly basis in accordance with the schedule of hourly rates shown on page 3 of this proposal. These budgeted hours yield the following total estimated hours to complete the construction inspection services for this project.

Mr. Robert Heuchan, President
 City of Franklin Redevelopment Commission
 September 18, 2012
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ACTIVITY	DIR	RPR	ASST. RPR	PROJ INSP	CADD
Construction Duration ('12) 10 wks	100	40	80		
Construction Duration ('13) 17 wks	170		850	680	
Complete Final Record* 4 wks	16		40	40	16
TOTAL HOURS	286	40	970	720	16

* Includes "As-Built" information

The proposed fee for these estimated hours is as follows:

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director ('12)	\$130.00	100	\$13,000.00
Director ('13)	\$135.00	186	\$25,110.00
Resident Proj. Rep. ('12)	\$100.00	40	\$4,000.00
Resident Proj. Rep. ('13)	\$105.00	0	\$0.00
Asst. RPR ('12)	\$90.00	80	\$7,200.00
Asst. RPR ('13)	\$95.00	890	\$84,550.00
Project Inspector ('12)	\$80.00	0	\$0.00
Project Inspector ('13)	\$85.00	720	\$61,200.00
CADD Technician	\$80.00	16	\$1,280.00
TOTAL DIRECT LABOR COSTS			\$196,340.00

OTHER DIRECT COSTS --

	<u>Direct Non-Labor Costs</u>
MILEAGE	
The mileage rate is \$0.48 /mile	
Director 50 miles/wk x 27 weeks	\$648.00
Res. Proj. Rep. 80 miles/wk x 10 weeks	\$384.00
Asst. RPR 300 miles/wk x 17 weeks	\$2,448.00
Proj. Inspector 300 miles/wk x 17 weeks	\$2,448.00
RAI INSPECTION COSTS (See Attached Proposal)	\$49,225.00
CONSTRUCTION STAKING (Hourly. Per Rates on Page 3)	\$48,500.00
TOTAL OTHER DIRECT COSTS	\$103,653.00
TOTAL ESTIMATED COSTS	\$299,993.00

Mr. Robert Heuchan, President
City of Franklin Redevelopment Commission
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Hourly Rates for Construction Staking:

<u>Personnel Classification</u>	<u>2012</u>	<u>2013</u>
Survey Manager	\$100	\$105
Survey Crew	\$140	\$145
Crew Chief	\$ 80	\$ 85
Field Man	\$ 60	\$ 60
Survey Technician	\$ 70	\$ 75

Again, we would like to thank you, the RDC, and the City of Franklin for allowing us this opportunity to continue our involvement in your efforts to improve Franklin's infrastructure. You can be assured that our service to you and the RDC will remain first-rate.

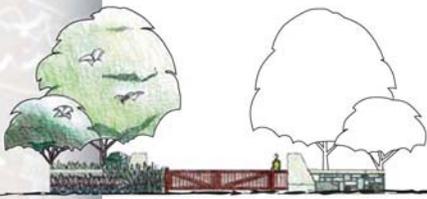
If you should have any questions or need any further information, please do not hesitate to call me or Trent Newport.

Sincerely,

CrossRoad Engineers, PC



Chip Charles, P. E.
President



REMENSCHNEIDER ASSOCIATES, INC.

landscape architecture & planning

PROJECT: CITY OF FRANKLIN GATEWAYS & GREENWAYS / DOWNTOWN PARKING
ENHANCEMENT PROJECTS CONSTRUCTION INSPECTION PROPOSAL
LOCATION: FRANKLIN, INDIANA
DATE: SEPTEMBER 13, 2012

Remenschneider Associates, Inc. (RAI) is pleased to provide this scope of services to CrossRoad Engineers (CRE) for construction inspection services for the City of Franklin's downtown enhancement project.

Our firm will coordinate with the project design team, led by CrossRoad Engineers, to provide construction inspection services to ensure the design intent of site features and landscape is installed per plans and specifications following the scope of work outlined below. The construction – and associated inspection services – will be divided into three (3) phases beginning at the end of this month and ending early summer of 2013. Following the project award to the successful bidder, RAI will be available and ready to start inspection activities immediately.

In addition to the scope of work outlined below, RAI will also have one (1) representative present at twelve (12) bi-weekly construction progress meetings.

SCOPE OF WORK

LANDSCAPE INSPECTION SERVICES

Phase 1 – Early Fall 2012

Jackson & Wayne Parking Lot

- Nursery visit(s) to inspect / select / approve
 - Trees
 - Woody stemmed shrubs
 - Rain Garden plugs
- Onsite inspection
 - Staked tree locations and planting bed layout
 - Excavated planting holes, bed preparation and suitable backfill
 - Final plant material installation
 - Rain garden installation
- Shop drawing / testing review
 - Topsoil test

Phase 2 – Late Fall 2012

Jackson & Monroe, South of City Hall and Water & Monroe Parking Lots

- Nursery visit(s) to inspect / select / approve – *potential combination with Phase 1 if contractor can coordinate*
 - Trees
 - Woody stemmed shrubs
 - Rain Garden plugs
- Onsite inspection
 - Staked tree locations and planting bed layout
 - Excavated planting holes, bed preparation and suitable backfill

- Final plant material installation
- Testing review
 - Topsoil test

Phase 3 – Spring 2013

Courthouse Square, City Hall, N. Main St Parking Lot, E & W Court St's, Monroe St and S Main St

- Nursery visit(s) to inspect / select / approve
 - Trees
 - Woody stemmed shrubs
 - Rain Garden plugs
- Onsite inspection
 - Staked tree locations and planting bed layout
 - Excavated planting holes, bed preparation and suitable backfill
 - Final plant material installation
- Testing review
 - Topsoil test

HARDSCAPE INSPECTION SERVICES

Phase 1 – Early Fall 2012

Jackson & Wayne Parking Lot

- Submittals and Shop Drawing Review
 - Street lights
 - Decorative signage, pole and base
- Onsite Inspection
 - General layout
 - Feature site element layout
 - Banner arm orientation
 - Decorative signage placement for visibility

Phase 2 – Late Fall 2012

Jackson & Monroe, South of City Hall and Water & Monroe Parking Lots

- Submittals and Shop Drawing Review
 - Street lights
 - Sidewalk paver and edge restraint
 - Decorative signage, pole and base
 - Trash receptacle
 - Bike rack
 - Root barrier
- Onsite Inspection
 - General layout
 - Feature site element layout
 - Banner arm orientation
 - Decorative signage placement for visibility
 - Bike racks
 - Trash receptacle locations
 - Pavement layout
 - Paving pattern

Phase 3 – Spring 2013

Courthouse Square, City Hall, N. Main St Parking Lot, E & W Court St's, Monroe St and S Main St

- Submittals and Shop Drawing Review
 - Clock
 - Lighted Bollards
 - Street lights
 - Low decorative aluminum fence
 - Dumpster gates and brick selection
 - Limestone perimeter wall
 - Limestone planters
 - Sidewalk paver and edge restraint
 - Permeable paver
 - Decorative signage, pole and base
 - Trash receptacle
 - Bike rack
 - Root barrier
- Onsite Inspection
 - General layout
 - Feature site element layout
 - Clock
 - Lighted bollards
 - Banner arm orientation
 - Decorative signage placement for visibility
 - Dumpster enclosure
 - Low decorative aluminum fence
 - Limestone wall and planters
 - Bike racks
 - Trash receptacle locations
 - Pavement layout
 - Paving pattern

PROFESSIONAL FEES

Professional services fees as described in the scope of work outlined above total \$ 49,225.00 and will proceed per authorization of this proposal. Professional services will be billed on a monthly complete basis. All invoices are due upon receipt and 1.5% interest will be charged per month for any invoices not paid within 45 days. Professional fees associated with the above scope will expire if not accepted within 60 days from the date of this contract.

ADDITIONAL SERVICES

Additional services beyond the above scope of work can be provided upon request or as needed. These include, but are not limited to, further design studies, design review meetings and studies requested beyond those outlined, agency coordination beyond outlined above, color renderings, presentation to or attendance at public meetings/hearings, state or federal environmental process meetings and coordination, construction documents and specifications beyond those prepared, as built/record drawings, and regulatory application and permit fees.

Principal landscape architect	160	Staff landscape architect	90
Project landscape architect	120	Administrative support	50

INTELLECTUAL PROPERTY

All designs indicated by the drawings and plans created for use on this project are the intellectual property of Remenschneider Associates Inc. No such designs or ideas shall be used by any other person, firm or corporation to advance the designs to the level of construction documents without written permission and procured release.

If the above meets with your approval, please return a copy of the executed contract to confirm our agreement and initiate work on your project.

Respectfully submitted,



Kenneth J. Remenschneider, President

Authorization

Date

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 \$ 1,518,563.00 (Section A. 2 - \$1,181,650.00; Section A. 3 - \$36,920.00; Section A. 4 - \$299,993.00), 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>
	Total Section A. 2	\$ 1,181,650.00

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	<u>\$ 8,700.00</u>
	Total Section A. 3	\$ 36,920.00

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

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
 71 E. Court 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** 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.** 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.** 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.** 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.