

SUPPLEMENTAL AGREEMENT NO. 1

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

WITNESSETH

WHEREAS, OWNER and the CONSULTANT did, on August 1, 2016, enter into a contract for the preparation of contract plans for South Main Street Reconstruction from US 31 northward to the south approach to the bridge over Young's Creek ("Project").

WHEREAS, OWNER desires the CONSULTANT to provide additional professional services necessary to procure right of way parcels for the Project.

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 OWNER 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 \$ 793,360.00.

2. Appendix "D" is amended as attached EXHIBIT "A".

3 Except as herein modified, changed and supplemented, all terms of the original contract dated August 1, 2016 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 OWNER 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)



Trent E. Newport, President

CITY OF FRANKLIN, INDIANA

Board of Public Works
(OWNER)

Steve Barnett, Mayor

Attest:



Walter E. Charles, CEO

Jayne W. Rhoades, Clerk-Treasurer

EXHIBIT "A"

APPENDIX "D"

FEE SCHEDULE

I. AMOUNT OF PAYMENT –

1. CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed ~~\$402,000~~ \$793,360 unless a modification of the Agreement is approved in writing by OWNER.
2. CONSULTANT shall be paid for the following work tasks performed under this Agreement on a lump sum basis in accordance with the following schedule:

TASK DESCRIPTION	TOTALS
A. Survey Data Collection and Route Survey	\$20,000
B. Road Design and Plan Preparation	209,500
C. Landscape Design and Construction Documents	46,500
D. Utility Coordination	10,500
E. Environmental Document Preparation	23,000
F. Public Hearing Requirements/Public Info Meeting	5,500
G. Permit Application	6,000
TOTALS	\$321,000

3. CONSULTANT shall be for the following work tasks performed under this Agreement on a unit price basis as estimated below and in accordance with the attached fee schedules.

TASK DESCRIPTION	TOTALS
H. Geotechnical Investigation and Pavement Design	\$20,000
I. R/W Engineering (Estimate 20 42 parcels)	
a. Preliminary T & E Reports (20 42 @ \$500 each)	10,000
b. Right of Way Engineering (20 42 @ \$1,300 each)	54,600
c. Right of Way Plats (20 38 @ \$500 each)	19,000
d. Right of Way Legal Descriptions (20 92 @ \$500 ea.)	46,000
e. Appraisal Problem Analysis (20 41 @ \$250 each)	10,250
J. R/W Acquisition Services	TBD
TOTALS	\$81,000
	<u>301,510</u> *
	\$472,360

* See attached R/W Acquisitions Services spreadsheet for detailed information.

EXHIBIT "A"

4. In consideration for condemnation proceedings, the OWNER agrees to pay the CONSULTANT's Right-of-Way Manager, Appraiser, Review Appraiser, and Buyer the following rates on a half-day basis:

	<u>Pre-Trial Conference and Preparation</u>	<u>Testimony in court as expert witness</u>
R/W Manager	\$500.00	\$500.00
Appraiser	\$500.00	\$500.00
Review Appraiser	\$500.00	\$500.00
Buyer	\$500.00	\$500.00

5. CONSULTANT shall not be paid for any service performed by OWNER or services not required to develop this Project. Costs for routine photocopy and paper reproduction, cellular phone costs, and computer time costs will not be paid as a reimbursable as these are included in the above fees and overhead costs.
6. Any permit application fees, public notice fees, or other such expenses that may be incurred by CONSULTANT in the performance of the Work under this Agreement shall be reimbursed as Other Direct Costs.

II. METHOD OF PAYMENT –

1. CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to OWNER. The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. CONSULTANT shall attach thereto a summary of each pay item in Section I.2. of this Appendix, percentage completed and prior payments.
2. OWNER, for and in consideration of the rendering of CONSULTANT's services provided in Appendix "A", agrees to pay CONSULTANT for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by OWNER.
3. The OWNER, for and in consideration of the rendering of the services provided for in **Section I. 3.** of this Appendix "D" agrees to pay the CONSULTANT the stated cost per unit multiplied by the actual units of work performed.

EXHIBIT "A"

4. Some of the services provided for in **Section I. 3.** of this Appendix "D" may be performed by Subconsultants. The CONSULTANT will submit to OWNER invoices for these services, the basis of which will be the actual number of units of work performed multiplied by the specific cost per unit. The unit costs listed in **Section I. 3.** are estimated. The final cost will consist of the actual invoiced amounts from the subconsultants (if applicable) plus a 10% mark-up for task coordination and administrative efforts, or will be the stated fee per unit, and will be based upon the number of units of work actually performed and the per parcel fees allowed by INDOT at the time the service is being provided. See attached Real Estate Services Fee Schedule for the currently allowed INDOT fees. The OWNER agrees to reimburse to the CONSULTANT for rendering such services the invoiced amount for the services provided that each such invoice shall be subject to approval as reasonable by the OWNER prior to any reimbursement therefore.
5. The OWNER, for an in consideration of the rendering of the services provided for in **Section I. 4.** of this Appendix "D", agrees to pay the CONSULTANT the fees established. All services will be invoiced on a half-day basis.
6. If the OWNER 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 5 of the Professional Services Agreement, or the CONSULTANT's last known address.
5. In the event of a substantial change in the scope, character or complexity of the Work on the Project, the maximum fee payable and the specific fee shall be adjusted in accordance with Item 7. – Changes in Work of Section VI – General Provisions, set out in this Agreement.

South Main Street Reconstruction
From US 31 to South Approach to Bridge Over Young's Creek
Franklin, Indiana
Manhour Justification For

R/W ACQUISITION SERVICES			
Work Item	Est. Quantity	Unit Fee	Total Fee
Waiver Valuation Appraisal ⁽¹⁾	22	\$700.00	\$15,400.00
Value Finding Appraisal ⁽¹⁾	1	\$1,960.00	\$1,960.00
Short Form Appraisal ⁽¹⁾	1	\$2,890.00	\$2,890.00
Long Form Residential Appraisal ⁽¹⁾	18	\$4,620.00	\$83,160.00
Waiver Valuation Review Appraisal ⁽¹⁾	22	\$410.00	\$9,020.00
Value Finding Review Appraisal ⁽¹⁾	1	\$980.00	\$980.00
Short Form Review Appraisal ⁽¹⁾	1	\$1,390.00	\$1,390.00
Long Form Residential Review Appraisal ⁽¹⁾	18	\$2,200.00	\$39,600.00
Negotiations -- Permanent Acquisition ⁽¹⁾	38	\$1,960.00	\$74,480.00
Negotiations -- Temporary Acquisition ⁽¹⁾	4	\$1,620.00	\$6,480.00
R/W Management	42	\$1,000.00	\$42,000.00
Payment Processing & Deed Recordation	42	\$125.00	\$5,250.00
R/W Staking (if required)	42	\$450.00	\$18,900.00
ESTIMATED TOTAL FEE			\$301,510.00
USE FOR R/W ACQUISITION SERVICES			\$301,510.00
<small>⁽¹⁾ These tasks may be performed by subconsultants. The fees shown here are estimated. The final cost will consist of the actual invoiced amounts from the subconsultants (if applicable) plus a 10% mark-up for task coordination and administrative efforts, or will be the stated fee per unit, and will be based upon the number of units of work actually performed and the per parcel fees allowed by INDOT at the time the service is being provided.</small>			

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,050.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

The \$130.00 per parcel fee is applicable up to 50 parcels, the fee for projects larger than 50 will be negotiated based upon complexity.

Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to; current photo of the subject property and approximate area of taking (3.5" X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated setback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. **Waiver Valuation Includes:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. **Appraisal Reports to Include:** all processes procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); r/w plan sheet of the subject property; aerials of the subject; property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in ordering and analyzing cost to cure items; obtain and review of FF& E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$235
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$500 without INDOT approval	\$630
Value Finding: Any Property Type (Improved or Unimproved)	\$1,785
Short Form: Any Property Type (Improved or Unimproved)	\$2,625
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,940
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,200
Long Form: Any Property Type (Unimproved)	\$3,150
Long Form: Residential / Ag (Improved)	\$4,200
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,500
Excess Land Appraisal	\$600

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Review Appraisal Services

Appraisal Review Reports to Include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Mentor to appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FF& E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, et.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$370
Value Finding: Any Property Type (Improved or Unimproved)	\$895
Short Form: Any Property Type (Improved or Unimproved)	\$1,260
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,420
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,000
Long Form: Any Property Type (Unimproved)	\$1,500
Long Form: Residential / Ag (Improved)	\$2,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,830

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments Include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done it; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, et.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,785
Temporary / Access Rights	\$1,470
Buying Review	\$300

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments Include: Inputting data into LRS, onsite meetings with assigned appraiser to determine real and personal property, Initial Relocation meeting with the displacee to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displacee. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is issued - 30% payment when R/W is cleared.	\$3,725
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when R/W is cleared.	\$3,725
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is issued - 30% payment when R/W is cleared.	\$1,575
Residential and Business Review	100% once the parcel is compliant and closed	\$1,050
Personal Property Move Only Review	100% once the parcel is compliant and closed	\$400