

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	April 12, 2022	Meeting Date:	April 18, 2022
Contact Information:			
Requested by:	Mark Richards		
On Behalf of Organization or Individual: Department of Planning & Engineering			
Telephone:	317-736-3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request Approval of Supplement No. 2 – US 31 Corridor Project Design and Right-of-Way Engineering			
List Supporting Documentation Provided:			
Supplement No. 2			
Who will present the request?			
Name:	Mark Richards	Telephone:	317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

SUPPLEMENTAL AGREEMENT NO. 2

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 "LPA") and CROSSROAD ENGINEERS, PC (hereinafter referred to as the
"CONSULTANT").

WITNESSETH

WHEREAS, LPA and the CONSULTANT did, on October 2, 2018, enter into a contract for specific professional services for US 31 Improvements from S. Main Street to Israel Lane (“Project”).

WHEREAS, LPA desires the CONSULTANT to provide additional professional services necessary to continue the development of the Project as delineated in the amended Appendix "A", which is attached as EXHIBIT "A".

WHEREAS, in order to provide for this additional 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 original contract amount of \$100,000.00 plus Supplemental Agreement No. 1 amount of \$3,178,340.00 is being increased through this Supplemental Agreement No. 2 by \$103,074.00. Therefore, the maximum amount payable under this Contract shall not exceed \$ 3,381,414.00.

2. Appendix "D" is amended as attached EXHIBIT "B".
- 3 Except as herein modified, changed and supplemented, all terms of the original contract dated October 2, 2018 and the Supplemental Agreement No. 1 dated November 4, 2019 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)

CITY OF FRANKLIN, INDIANA
Board of Public Works
(OWNER)

Trent E. Newport, President

Steve Barnett, Mayor

Attest:

Mark Beck, Vice President

Jayne W. Rhoades, Clerk-Treasurer

EXHIBIT "A"

APPENDIX "A"

SERVICES BY CONSULTANT (additional)

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The description of the proposed project is as follows:

Intersection and corridor improvements on US 31 in Johnson County from South Main Street, located 1.1 miles south of SR 44 / SR 144 / Jefferson Street, to Israel Lane, located 0.67 miles south of CR 500 N / Whiteland Road, for a distance of approximately 5.5 miles.

The CONSULTANT shall be responsible for the following additional services:

Environmental Documentation (CE & Section 106) – See attached letters from SJCA for additional services and fees explanation.

Geotechnical Investigation and Pavement Design – This work resulted in a deduct for the project and therefore is reflected as such in this Supplemental.

R/W Engineering – These unit items were estimated in the original contract and some were found to be underestimated due to final design and actual property lines and number of parcels compared to what was estimated at the time of the original contract. Preliminary T&E Reports ran under so we are deducting that amount. Appraisal Problem Analysis were included in the original contract, but were not utilized in this contract so they are being fully deducted in this Supplemental. All work for these items will comply with the same scope of work and standards as the same unit items in the original contract.

EXHIBIT "B"

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 103,074.00 (Section A. 2. - \$29,505; Section A. 3. - \$73,569) unless a modification of the Agreement is approved in writing by LPA.

2. The CONSULTANT shall be paid for the following work tasks performed under this Agreement on a lump sum basis in accordance with the following schedules:

TASK DESCRIPTION	TOTALS
A. Environmental Documentation – Additional Services	29,505
TOTAL Section A.2.	\$29,505

3. CONSULTANT shall be paid 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
B. Geotechnical Investigation and Pavement Design DEDUCT	(16,921)
C. R/W Engineering	
a. Preliminary T&E Reports	(11,000)
b. Right of Way Engineering (49 @ \$1,350 each)	66,150
c. Right of Way Plats (6 @ \$525 each)	3,150
d. Right of Way Legal Descriptions (94 @ \$525 each)	49,350
e. Appraisal Problem Analysis (66 @ \$260 each) DEDUCT	(17,160)
TOTAL Section A.3.	\$73,569

EXHIBIT "B"

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 Engineer
City of Franklin
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.** 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.** of this Appendix "D", shall be due and payable to the CONSULTANT.

3. For the services provided for in **Section A. 3. C.**, the CONSULTANT shall be paid the stated cost per unit multiplied by the actual units of work performed.

EXHIBIT "B"

4. 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.



SCOPE OF SERVICES

FEBRUARY 23, 2021

The City of Franklin proposes to proceed with US 31 Road Reconstruction Project Des. No.1800082. Crossroad Engineers, P.C. will enter into a subconsultant agreement with SJCA Inc., who will complete the Section 106 Additional Tasks Supplemental and all related federal, state, and local laws in accordance with the most current INDOT regulations.

Client Contact:

Mark A. Beck, P.E. mbeck@crossroadengineers.com

Crossroad Engineers, P.C.

317-780-1555 x 111

Project Location:

The proposed undertaking is on US 31 from beginning approximately 1.05 miles south of SR 44/SR 144 and extending north to Israel Lane, 4.35 miles north of SR 44/SR 144 in the City of Franklin, Pleasant & Franklin Township, Johnson County, Indiana.

SJCA Level of Work and Deliverables:

- Section 106 Additional Tasks – including Effects Analysis and Additional Property Studies/Documentation

Project Description:

This project involves the road reconstruction of US 31 and encompasses the roadway improvement for the entire length of project, which begins approximately 800 feet south of South Main Street and extends north approximately 5.59 miles to Israel Lane. The purpose of this project is to address intersection congestion and safety for pedestrian and vehicular traffic along the corridor in the City of Franklin. The original scope of the project remains the same.

The original contract for this project was executed on 10/31/2018 between CrossRoad Engineers, P.C. and Green 3, LLC (now SJCA Inc.). Under the Notes section for Section 106 Fee Justification, it stated that special studies requested by INDOT CRO or SHPO were not included in those fees.

This supplemental is due to the State Historic Preservation Officer's (IN SHPO) request for further research and INDOT CRO's request for an Effect Analysis on a select number of properties located within the project area, in a letter dated February 1, 2021. The letter requests additional research and information on resource referred to as 'G1'. This will require additional fieldwork and historic research with a write-up of the findings. Two other properties, The Tearman Motel and a commercial building identified as 'G8' were identified as properties eligible for the National Register of Historic Places (NRHP). The proposed historic district identified as 'Lochry Addition No. 5' in the Historic Properties Report has been recommended eligible, however, after a recent re-survey of Johnson County, it is much larger than previously recommended. These properties plus the properties recommended eligible for inclusion in the NRHP will be assessed in the Effects Analysis.



Certified MBE, State of Indiana; City of Indianapolis

INDOT Certified DBE

Tasks Not Covered under This Proposal:

This scope of services DOES NOT include the following:

- Any additional work/requested/required by IN SHPO or INDOT CRO.

Anticipated Project Schedule:

- After the client gives the Notice to Proceed, SJCA Inc. will complete the scope of work.

If, upon consultation with all local, state, and federal agencies regarding the project, additional studies are requested or the project scope/area changes, then additional fees will be required to meet the additional scope of services.

The fee for this project is \$4,500.00. The fees will be billed lump sum based on percent complete. The task and hourly breakdown this service is attached.

Thank you, and we look forward to working with you.

Kind Regards,

A handwritten signature in blue ink that reads "Erin Mulryan".

Erin Mulryan, MPA
Director of Environmental Services
SJCA Inc.



Name of Project: City of Franklin US 31 Road Reconstruction Project, Des. Nos. 1800082

Job Type: Addition Section 106 Tasks - Supplemental

SCJA Inc.
Corporate Office
9102 N. Meridian St. #200
Indianapolis, IN 46260

Date: February 23, 2021

Fee Justification

Task Description	Project Manager/ QP	Cultural Resources Associate	GIS Specialist	Total Hours
Additional Section 106 Tasks				
Project Administration	5.0	2.0	0.0	7.0
Additional Site Visit	0.0	4.0	0.0	4.0
Additional historic research per SHPO request on G1	0.0	6.0	0.0	6.0
Draft Effects Analysis for multiple historic properties	4.0	20.0	0.0	24.0
Mapping of historic boundaries for additional properties	0.0	1.0	6.0	7.0
QA/QC Effects Analysis	3.0	3.0	0.0	6.0
Revisions per INDOT CRO	0.0	3.0	0.0	3.0
Distribution to SHPO/Consulting Parties	0.0	3.0	0.0	3.0
Total Hours	12.0	42.0	6.0	60.0
Subtotal Fee	<u>\$87.24</u> \$1,046.88	<u>\$67.38</u> \$2,829.96	<u>\$98.33</u> \$589.98	\$4,466.82
Expenses: <i>Printing and postage</i>				\$10.00
<i>Mileage 55 miles round trip x 0.39/mile</i>				\$21.45
Total Fee for Section 106 Additional Tasks - Supplemental				\$4,498.27
Rounded to \$4,500				



SCOPE OF SERVICES

FEBRUARY 16, 2022

The City of Franklin proposes to proceed with a roadway improvement project on US 31 (Des. 1800082). Crossroad Engineers P.C. will enter into a subconsultant agreement with SJCA Inc. who has been charged with compiling the Categorical Exclusion (CE) environmental document, Section 106 of National Historic Preservation Act (NHPA) documentation, and Waters of the US reporting in compliance with current related federal, state, and local regulations.

Client Contacts:

Crossroad Engineers P.C.

Mark Beck, PE

mbeck@crossroadengineers.com

317.780.1555, ext. 111

Project Scope:

The project involves improvements to US 31 from Israel Lane to near Main Street, a bridge rehabilitation, and a culvert replacement in the City of Franklin (Des. 1800082, Des. 2001610, Des. 1800272).

Additional Work Required Since Initial Fee Proposal from Green 3, LLC, dated August 20, 2018 (signed October 31, 2018); the Supplemental 1 Fee dated October 8, 2018 (signed January 16, 2020) for the Waters of the US/Wetland Delineation Report; and the Supplemental 2 Fee dated July 8, 2021, for Additional Archaeological Studies:

- Additional team meetings with INDOT and designer beyond what was anticipated at the time of project initiation in October, 2018.
- The August 2018 proposed scope of work did not include bridge or culvert work (refer to Note #1 of the October 2018 agreement and Note #1 of the January 2020 agreement). The August 2018 fees were based on the guidance and requirements at that time and were based on the original scope of work, which included only roadway improvements. The US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) information has required revisions and updates to the revised scope of work.
- The August 2018 proposed scope of work did not include any coordination or documentation related to Section 4(f) of the US Department of Transportation Act (refer to Note #5 of the October 2018 agreement and Note #5 of the January 2020 agreement). Additional coordination with INDOT and the City of Franklin and related required documentation regarding the use of properties protected by Section 4(f) is required due to temporary closure of existing trails during project construction.
- Additional coordination for hazardous materials sites within the project area, now required by INDOT and not anticipated when the original fees were submitted in August 2018 (refer to Note #3 of the October 2018 agreement and Note #3 of the January 2020 agreement). Coordination is required for several hazardous materials site owners and recommendations regarding avoidance, mitigation, and minimization measures will be included in the CE document.
- Additional coordination with INDOT Cultural Resources Office regarding property from the Daily Journal Building and Greenlawn Cemetery being converted to a transportation use (right-of-way acquisition), resulting in a Section 4(f) use.
- Additional administration and coordination to process artifacts from unrecorded archaeological sites discovered within and adjacent to the project area beyond what was originally scoped in the July 2021 supplemental fees (pending).
- New CE document requirements and forms since the time of project initiation in August, 2018;



Certified MBE, State of Indiana; City of Indianapolis

INDOT Certified DBE

due to the length of time between when environmental studies were initially conducted and the present, several updates and additional coordination have been required. Tasks were requested to be completed in phases in 2018, 2019, and 2020. INDOT Environmental Services has updated the environmental document forms, guidance manual, guidance language, early coordination agency lists, and red flag investigation requirements multiple times over the last three years.

- Additional coordination with INDOT Ecology and Waterway Permitting Office (EWPO) due to federal changes in regulations regarding jurisdictional waterways since approval of the Waters of the US Report by INDOT on October 13, 2021.
- Additional revisions to mapping due to findings of approved environmental and historical reports.

Thank you, and we look forward to continuing to work with you.

Kind Regards,

Erin Mulryan, MPA
Director of Environmental Services



Name of Project: US 31 Intersection Improvements, Bridge Project, & Small Structure Replacement (Des. 1800082)

Job Type: Additional Environmental & Historic Resource Coordination & Documentation

SJCA Inc.
Corporate Office
9102 N. Meridian St. #200
Indianapolis, IN 46260

Fee Justification

[illegible]