

**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:	9/13/2017	Meeting Date:	9/18/2017
Contact Information:			
Requested by:	M. Richards		
On Behalf of Organization or Individual:		CrossRoad Engineers	
Telephone:	317.736.3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E. Monroe St., Franklin, IN 46131		
Describe Request:			
Request approval of Supplement No. 1 to the Westview Drive / Jefferson Street Roundabout Project design contract. Original agreement did not include scope or fees for right-of-way engineering. Agreement has been reviewed and approved by INDOT.			
List Supporting Documentation Provided:			
Supplement No. 1			
Who will present the request?			
Name:	M. 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. 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 "LPA") and CROSSROAD ENGINEERS, PC (hereinafter referred to as the
"CONSULTANT").

WITNESSETH

WHEREAS, LPA and the CONSULTANT did, on November 16, 2015, enter into a contract for
the preparation of contract plans for proposed improvements at the intersection of Westview Drive
and Jefferson Street ("Project").

WHEREAS, LPA 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:

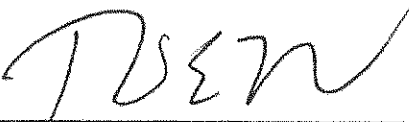
The LPA shall pay the CONSULTANT for the Services performed under this Contract
as set forth in Appendix "D" which is herein attached to and made an integral part
of this Contract. The maximum amount payable under this Contract shall not
exceed \$ 159,800.00.

2. Appendix "D" is amended as attached EXHIBIT "A".
3. Except as herein modified, changed and supplemented, all terms of the original
contract dated November 16, 2015 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)



Trent E. Newport, President

CITY OF FRANKLIN, INDIANA
Board of Public Works
(LOCAL PUBLIC AGENCY)

Steve Barnett, Mayor

Attest:



Walter E. Charles, CEO

Jayne W. Rhoades, Clerk-Treasurer

EXHIBIT "A"

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total amount not to exceed \$ 159,800.00 (Section A. 2. - \$139,370.00, Section A. 3. - \$10,630.00, Section A. 4. - \$3,625.00, and Section A. 5. - \$6,175.00, unless a supplemental is executed by the parties that increases the maximum amount payable.

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

a.	Survey Data Collection and Route Survey	\$ 21,500.00
b.	Abbreviated Engineering Assessment	\$ 5,900.00
c.	Road Design and Plan Preparation	\$ 74,570.00
d.	Landscape Design and Construction Documents	\$ 10,500.00
e.	Utility Coordination (During Design Phase)	\$ 6,500.00
f.	Environmental Document Preparation	\$ 15,400.00
g.	Permit Application	\$ <u>5,000.00</u>
	Total Section A. 2.	\$ 139,370.00

3. The 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:

a.	Geotechnical Investigation & Pavement Design	\$ <u>10,630.00</u>
	Total Section A. 3.	\$ 10,630.00

4. The CONSULTANT shall be paid for the following work performed under this Contract on a unit price basis in accordance with the following schedules:

a.	Right-of-Way Engineering (1 parcel @ \$1,300 ea.)	\$ 1,300.00
b.	Right-of-Way Plats (1 parcel @ \$500 ea.)	\$ 500.00

EXHIBIT "A"

c.	Right-of-Way Legal Descriptions (1 parcel @ \$500 ea.)	\$ 500.00
d.	Right-of-Way Management (1 parcel @ \$1,200 ea.)	\$ 1,200.00
e.	Payment Processing & Deed Rec. (1 parcel @ \$125 ea.)	\$ <u>125.00</u>
Total Section A. 4.		\$ 3,625.00

5. The CONSULTANT shall be paid for the following work performed under this Contract on a unit price basis in accordance with the following schedules:

a.	Preliminary T & E Reports (1 parcel @ \$500 ea.)	\$ 500.00
b.	Appraisal Problem Analysis (1 parcel @ \$250 ea.)	\$ 250.00
c.	Value Finding Appraisal (1 parcel @ \$1,870 ea.)	\$ 1,870.00
d.	Review Appraisals (1 parcel @ \$935 ea.)	\$ 935.00
e.	Title Update & Guaranty (1 parcel @ \$250 ea.)	\$ 250.00
f.	Negotiations (1 parcel @ \$1,870 ea.)	\$ 1,870.00
g.	Document Prep. & Title Review (1 parcel @ \$200 ea.)	\$ 200.00
h.	Partial Mtg Release/Recording Fees (1 parcel @ \$300 ea.)	\$ <u>300.00</u>
Total Section A. 5.		\$ 6,175.00

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

	Pre-Trial Conference and <u>Preparation</u>	Testimony in court as expert <u>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

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

EXHIBIT "A"

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.

- c. The fee shown for **Section A. 2. c.** includes clearing the Public Hearing requirements as prescribed by INDOT and FHWA. However, this fee assumes no Public Hearing nor Public Information Meeting will be required. If any were to be required, the costs to prepare for and attend such meetings will be considered an additional service. Such services shall be authorized by LPA in advance and payment for such services will be at a mutually agreed rate.

- d. An amount of \$200 has been included in the fee shown for **Section A. 2. g.** to pay for anticipated fees for permit applications and NOI Advertisements that will be incurred by CONSULTANT. Amounts incurred for permit fees, public notice fees, or other such expenses in excess of that amount will be invoiced to the LPA at the actual cost plus a 10% mark-up for task coordination and administrative efforts.

EXHIBIT "A"

3. The services provided for in **Section A. 3.** of this Appendix "D" will be performed by other than the CONSULTANT and the costs shown are estimated. The CONSULTANT will submit to LPA 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 are estimated and the actual cost used will be the latest INDOT-approved costs at the time the services are performed. The LPA agrees to reimburse to the CONSULTANT for rendering such services 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 therefore.
4. The LPA, for and in consideration of the rendering of the services provided for in **Section A. 4.** of this Appendix "D" agrees to pay the CONSULTANT the stated cost per unit multiplied by the actual units of work performed.
5. The services provided for in **Section A. 5.** of this Appendix "D" will be performed by other than the CONSULTANT. The CONSULTANT will submit to LPA 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 A. 5.** are estimated. Moreover, the amounts shown in **Section A. 5. h.** are estimated fees that will be incurred for partial mortgage releases, recordations, etc. The LPA agrees to reimburse to the CONSULTANT for rendering such services the actual invoice for the services performed by other than the CONSULTANT, and the actual cost of the estimated fees, 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.
6. The LPA, for an in consideration of the rendering of the services provided for in **Section A. 6.** of this Appendix "D", agrees to pay the CONSULTANT the fees established. All services will be invoiced on a half-day basis.
7. 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 12 of this Contract or the CONSULTANT's last known address.