

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1 is made and entered into this ____day of _____, 2016, by and between City of Westfield, Indiana acting by and through the Board of Public Works and Safety, hereinafter referred to as the “LOCAL PUBLIC AGENCY or LPA” and DLZ Indiana, LLC, 157 East Maryland Street, Indianapolis, IN 46204, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, the LPA and the CONSULTANT did on May 30, 2013, enter into an Agreement for Preliminary Engineering and Right of Way Engineering Services to design and furnish Contract Plans and Specifications for the construction of the Monon Trail from SR32 to 216th Street in Hamilton County, Indiana, (Des# 0900029,1173079, and 1173193; Contract # R-36053 and R-36340) and,

WHEREAS, the CONSULTANT has determined that additional work is required for realignment/re-scoping of an approved preliminary trail design, addition of bike lanes, additional lighting design, and revisions to approved Right of Engineering documents and,

WHEREAS, the LPA has concurred with CONSULTANT’s determination of additional work and has requested the additional services not included in the original Agreement be performed by the CONSULTANT.

NOW THEREFORE, the LPA and CONSULTANT desire to amend the above referenced Agreement as follows:

- I. Project Description on Page 1 is revised as follows:
Project Description: **Monon Trail – From 181st Street to 216th Street – Preliminary Engineering and Right of Way Engineering.**
- II. Section III TERM is revised as follows:
The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be May 31, 2018. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.
- III. **SECTION IV COMPENSATION** in Page 1 is revised 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 **\$971,782.00.**

IV. Second paragraph of Section 23. Notice to Parties is revised as follows:

Notices to the LPA shall be sent to:

City of Westfield
Attention: Phil Sundling, PE
2706 E. 171st Street
Westfield, IN 46074

V. Section I.B.1 of Appendix ‘A’ is revised as follows:

1. Complete topographic data along Wheeler Road from SR 32 to 181st Street, then east along 181st Street from Wheeler Road to the abandoned CSX – Monon railbed, then north along the aforementioned railbed to 216th Street, and along Wheeler Road from 181st Street to 186th Street, as shown in *Exhibit 1(Rev-1)* (approximately 5.36 miles). The survey width will be 66 feet in width beginning from SR 32 to Blackburn Road, from Blackburn Road to 216th Street the width increases to 100 feet. In addition, the survey will include a site that is 1,400 feet long by 250 feet wide, south of Monon Trail Elementary School.

VI. Section I.C.1 of Appendix ‘A’ is revised as follows:

1. Phase Six will include the widening of existing multi-purpose trail (from 10 feet to 12 feet) along the west side of Wheeler Road from 181st Street to 186th Street, including the restriping of Wheeler Road to incorporate bike lanes/sharrows in each direction, excluding the area encompassed by a proposed roundabout at the intersection of Wheeler Road and Grand Boulevard (approximately 0.6 miles). The multi-purpose trail will begin again approximately 550 feet north of 186th Street and continue northward along the abandoned CSX – Monon railbed to approximately 800 feet north of the 191st Street. In addition, a spur of the multi-purpose trail will continue east along the north side of 181st Street to the abandoned CSX-Monon railroad corridor (approximately 0.26 mile). The total length of Phase Six is approximately 1.56 miles. At the intersection of 191st Street the trail will have a rest node on the south side.

VII. Section I.C.3 of Appendix ‘A’ is revised as follows:

3. The multi-purpose trail typical section as shown in *Exhibit 2 (Rev-1)* for both phases shall consist of two (2), six (6)-foot wide asphalt lanes except along north side 181st Street, and from 191st Street to the south property line of the Monon Trail Elementary School, where there will be two (2) eight (8)-foot wide asphalt lanes. The multi-purpose trail will include two (2)-foot wide aggregate shoulders on both sides from 186th Street to 216th Street. All other locations will include two (2) foot wide earthen shoulders. The design of all trails will propagate existing drainage patterns. The proposed multi-purpose trail will provide at least a minimum ten (10)-foot grassed buffer zone to separate the trail from curbed roadways, and twenty (20)-foot grassed buffer zone to separate the trail from uncurbed roadways, otherwise a Level 2 Design Exception will be required.

VIII. The following paragraph is appended to Section I.C.4 of Appendix ‘A’ as follows:

Trailhead and rest node concepts, layouts and architectural features will be developed. Trailhead plan development will be carried out to 65% completion. The deliverable will consist of coordination with the city for choosing layout and materials and finalizing conceptual plans. The remaining 35% effort will not be completed for the trailhead and both rest nodes.

IX. Section I.C.5 of Appendix 'A' is revised as follows:

5. Five Regulated Drains and an excavated area of the abandoned railroad berm cross or are directly adjacent to the proposed corridor, the following improvements are anticipated:

Phase Six:

- a. Cool Creek Drain – 8' x 6.5' Box Culvert (No Improvements Anticipated)
48" RCP (No Improvements Anticipated)

Phase Seven:

- b. Issac Jones Drain – 36" RCP (No Improvements Anticipated)
- c. Hinshaw And Keys Drain – 15" Cast Iron & 10" VCP (No Improvements Anticipated)
- d. Henry Plew (adjacent) – Open Ditch (No Improvements Anticipated)
- e. Henry Plew (cross) – 48" Cast Iron (No Improvements Anticipated)
- f. Railroad bed cut approximately 1,950 feet south of 216th Street – (Installation of a new culvert, anticipated to be 36" or greater and will require hydraulic calculations)

X. Section I.C.7 of Appendix 'A' is revised as follows:

7. Ornamental pedestrian trail lighting will be installed along Wheeler Road from 181st Street to 186th Street, and the multi-purpose trail corridor from approximately 550 feet north of 186th Street to 191st Street and along 181st Street, for approximately 6,600 feet.

XI. Section I.C.15 of Appendix 'A' is added as follows:

15. The CONSULTANT shall design a multi-purpose trail and cycle track Wheeler Road from SR 32 to 181st Street, an approximate length of 2,600 feet each, for a total distance of 5,200 feet. The design will consist of 45% plans, alignment, profile, cross sections, and preliminary drainage only. The remaining 55% design effort will be completed as separate agreement for the design of Wheeler Road within the same limits.

XII. Section I.C.16 of Appendix 'A' is added as follows:

16. The CONSULTANT shall design a cycle track along Wheeler Road from 181st Street to 186th Street and along the abandoned CSX – Monon railbed from 186th Street to approximately 1,400 feet north of the 191st Street (approximately 7,400 feet). The design will consist of 45% plans, alignment, profile, cross sections, and drainage only. The remaining 55% design effort will not be completed. If requested, it will be considered additional services.

XIII. Second Paragraph of Section I.E of Appendix 'A' is added as follows:

The CONSULTANT shall perform the following services to complete Additional Information Document (AI) No. 2 to the Categorical Exclusion (CE) approved by INDOT in 2011 for Des. No. 0301159, to satisfy State and Federal environmental documentation requirements for Phase 6 trail construction, between 181st Street and a point just north of 191st Street, in Westfield, Indiana. The environmental services shall include the appropriate level of Section 106 consultation and documentation for a determination that the 2006 Finding of No Historic Properties Affected remains applicable. The environmental compliance services shall consist of the following work elements:

1. Collect and review background information about the project including, but not limited to, maps, aerial photographs, studies, reports, and other applicable data that may be available.
2. Prepare updated resource information about the project and project area including supporting maps and photographs (aerial and ground).

3. Perform Section 106 consultation with INDOT to confirm that the Finding of No Historic Properties Affected made for the original project in 2006 remains valid for the currently proposed project modifications.
4. Update environmental studies to assess and document the project's potential for impacts upon social, economic and environmental resources including consideration of all comments received from agencies during early coordination.
5. Prepare Draft AI No. 2 and submit to INDOT for review and comment. Revise the Draft AI based upon comments received, and submit Final AI No. 2 to INDOT for approval.
6. Prepare and distribute the required copies of the final AI and Section 106 documents.
7. Update Environmental Commitments Database Spreadsheet as required.

XIV. Section I.F of Appendix 'A' is revised as follows:

- F. The CONSULTANT shall prepare and design trail/ bike lane/ sharrow regulatory signing and pavement marking plans.

XV. Section I.G of Appendix 'A' is revised as follows:

- G. The CONSULTANT shall implement the INDOT Utility Coordination Process for this project. This work shall be in accordance with "*Title 105 of the Indiana Administrative Code Article 13*", *Indiana Department of Transportation Design Manual – Chapter 104 Utility Relocation*, and will include: notifying all affected utilities in the project corridor, coordination and meetings with affected utilities, reviewing relocation plans, preparation of utility status reports, preparing and coordinating the execution of subordination agreements and reimbursable relocation agreements.

XVI. Section I.I of Appendix 'A' is revised as follows:

- I. The CONSULTANT shall prepare all plans and submissions in accordance with *the Indiana Department of Transportation Design Manual – Chapter 104 Plans Development*, and the INDOT LPA Process Guidance Document for local federal aid projects, dated April 18, 2012, generally as described below:

Phase Six: (181st Street to Monon Trail Elementary School)

1. The CONSULTANT shall prepare Preliminary Field Check Plans for review by the LPA and INDOT and schedule a Preliminary Field Check Meeting.
2. Upon receipt of the review comments from the LPA and INDOT, the CONSULTANT shall prepare Stage 3 plans for INDOT and LPA review.
3. Upon receipt of the review comments from INDOT and the LPA, the CONSULTANT shall prepare Final Tracings.

Phase Seven: (Monon Trail Elementary School to 216th Street and Trailhead)

4. The CONSULTANT shall prepare Preliminary Field Check Plans for review by the LPA and INDOT and schedule a Preliminary Field Check Meeting.
5. Upon receipt of the review comments from the LPA and INDOT, the CONSULTANT shall prepare Stage 3 plans for INDOT and LPA review.
6. Upon receipt of the review comments from INDOT and the LPA, the CONSULTANT shall prepare Final Tracings.

XVII. Section II.M.2 of Appendix 'A' is revised as follows:

2. Hamilton County Drainage Board Permit (permission to enter into, modify, or realign a legal drain – 3 locations)

XVIII. Section II.N of Appendix 'A' is revised as follows:

- N. The CONSULTANT shall make or cause to be made, a complete geotechnical investigation in accordance with *INDOT's Geotechnical Manual, 2010 edition* of which a copy is on file with the Indiana Department of Transportation and same is incorporated herein by reference and is made a part hereof. Soil borings/hand augurs will be performed for four (4) mast arm pole foundations, and six (6) for the section of the trail along Wheeler Road. The pavement section for the trail along the abandoned railroad corridor will be designed in accordance with INDOT Standard Drawing for Non-Motorized Vehicle Use Facility, as such it is not anticipated that soil borings will be required. If required, will be considered as additional services.

XIX. Section II.N.2 of Appendix 'A' is revised as follows:

2. The CONSULTANT will provide equipment, labor, and associated materials to drill and sample ten (10) soil borings/hand augurs, four (4) to a depth of twenty (25) feet each and six (6) to a depth of three (3) feet each.

XX. Section II.P of Appendix 'A' is revised as follows:

3. The CONSULTANT shall prepare plans and specifications for two (2) culvert extensions, one (1) new culvert, and one (1) ditch relocation. The CONSULTANT shall perform hydraulic and contributing watershed (for new culvert) analysis in accordance with INDOT Design Standards.

XXI. Section II.T of Appendix 'A' is revised as follows:

- T. The CONSULTANT will design and prepare ornamental pedestrian trail lighting plans along the trail. Lighting will be used to illuminate the trail, from 181st Street to 186th Street, approximately 550 feet north of 186th Street to 191st Street, and along 181st Street, an approximate length of 6,600 feet. There will be no trail lighting in Phase 7. The LPA shall provide three (3) pole and fixture manufactures to the CONSULTANT. The CONSULTANT shall perform lighting level analysis using "visual" software for each of the three (3) manufactures for INDOT's approval.

XXII. Section II.U.1 of Appendix 'A' is revised as follows:

1. Prepare and provide the final Right of Way plans (Phase Six - based on 13 tax key parcels and Phase Seven – based on 51 tax key parcels). This work includes:
 - a. Review of the Title & Encumbrance Report
 - b. Verify Existing Right of Way
 - c. Calculation and placement of existing parcel lines and encumbrances from title reports
 - d. Calculations to determine stations, offsets and placement on plans
 - e. Changes in Right of Way based on parcel lines

XXIII. Section II.X of Appendix 'A' is added as follows:

- X. The CONSULTANT will revise completed Right of Way Engineering Documents consisting of Legal Descriptions, Parcel Plats and Right of Way Plans, as requested by the LPA.

XXIV. Section II.Y of Appendix 'A' is added as follows:

- Y. The CONSULTANT will prepare legal descriptions and parcel plats as needed to record with the utility subordination agreements.

XXV. **Exhibit 3** (Project Schedule) is revised to **Exhibit 3 (Rev-1)** as attached.

XXVI. Section A of Appendix 'C' is revised as follows:

A. PHASE SIX: (181st Street to Monon Trail Elementary School)

XXVII. Section A.5 of Appendix 'C' is revised as follows:

5. The Letting date for Phase Six of this project is August 5, 2015.

XXVIII. Section B.3 of Appendix 'C' is deleted and replaced with the following:

3. Trail Design and Plans
 - a. Preliminary Field Check Plan Submittal and Meeting within 413 calendar days after receipt of LPA approval of the Field Survey.
 - b. Stage 3 Plans in accordance with INDOT's letting preparation schedule.
 - c. Final Tracings with Statement of Probable Construction Cost and Special Provisions in accordance with INDOT's letting preparation schedule.

XXIX. Section B.4 of Appendix 'C' is revised as follows:

4. The approximate Letting date for Phase Seven of this project is July 12, 2017 based on a notice to proceed of June 3, 2013, and a notice to proceed for Supplemental Agreement #1 of June 12, 2016.

XXX. Item C.7 of Appendix 'C' is added as follows:

7. No right of way condemnations required.

XXXI. Section A.1 of Appendix 'D' is revised as follows:

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a **Total Fee Not to Exceed of \$971,782.00**, unless a modification of agreement for the amended dollar amount is approved in writing by the LPA.

(The remainder of this page intentionally left blank.)

XXXII. Table in Section A.2 of Appendix 'D' is revised as follows:

	Description	Amount
BASIC DESIGN ENGINEERING SERVICES		
A	Project Management (Phase 6)	\$7,000.00
B	Aerial Photogrammetry & Supplement Ground Topo Survey w/ Location Control Route Survey (Phase 6 & 7)	\$127,680.00
C	Trail/Track Design and Plans (Phase 6)	\$199,910.00
D	Design Summary Report (Phase 6)	\$4,400.00
E	Additional Information Document/Section 106/Water Report Wetland Delineation	\$47,300.00
F	Utility Coordination (Phase 6)	\$7,200.00
S3	Public Meeting (Phase 7)	\$6,300.00
G	Reimbursable (Permit Fees, Publications costs, Mileage, Lodging, Per Diem)	\$5,000.00
BASIC DESIGN ENGINEERING SERVICES SUBTOTAL		\$404,790.00
AS REQUESTED, DESIGN ENGINEERING SERVICES		
H	Project Management (Phase 7)	\$9,500.00
I	Trail Design and Plans (Phase 7)	\$104,900.00
J	Trailhead and Rest Node	\$42,240.00
K	Level 2 Design Exception (3 @ \$2,500 EA)	\$7,500.00
L	Design Summary Report (Phase 7)	\$5,000.00
M	Utility Coordination (Phase 7)	\$9,100.00
N	Pedestrian Signal Design (2 signals @ \$5,050 EA)	\$10,100.00
O	Geotechnical Investigation and Signal Borings	\$12,000.00
P	Rule 5 Erosion Control Report, Plans, NOI Letter (Phase 6)	\$6,700.00
Q	Rule 5 Erosion Control Report, Plans, NOI Letter (Phase 7)	\$6,700.00
R	Hamilton County Drainage Board Permit (1 Locations) (Phase 6) NOT USED	\$2,100.00
S	Hamilton County Drainage Board Permit (3 Locations) (Phase 7)	\$6,100.00
T	IDEM: 401 - "Water Quality Certification" (Phase 6) NOT USED	\$2,300.00
U	IDEM: 401 - "Water Quality Certification" (Phase 7)	\$6,700.00
V	ACOE: 404 - Regional General Permit (RGP) (Phase 6) NOT USED	\$1,800.00
W	ACOE: 404 - Regional General Permit (RGP) (Phase 7)	\$5,200.00
X	Trail Lighting Design and Plans (Phase 6)	\$21,900.00
S4	Trailhead Lighting Design and Plans (Phase 7)	\$12,000.00
Y	Culvert/ Ditch Hydraulics (4 @ \$4,000 EA)	\$16,100.00
S5	Watershed Analysis and Calculations	\$5,100.00
Z	Amenities(Benches, Trash Receptacles, Bike Racks, Mile Markers, Way Finding and Information Sign Details) (Phase 6)	\$12,500.00
AA	Amenities(Benches, Trash Receptacles, Bike Racks, Mile Markers, Way Finding and Information Sign Details) (Phase 7)	\$12,500.00
AB	Proprietary Material Justification Submittal (5 @ \$2,500 EA) NOT USED	\$12,500.00
AS REQUESTED, DESIGN ENGINEERING SERVICES SUBTOTAL		\$311,840.00

	Description	Amount
RIGHT OF WAY ENGINEERING		
AC	Title Encumbrance Report (64 @ \$288.00 EA)	\$18,432.00
AD	Title update (58 @ \$100.00 EA)	\$5,800.00
AE	Final Right of Way Plans, (Based on 9 Parcels @ \$750.00 EA) (Phase 6)	\$6,750.00
AF	Final Right of Way Plans, (Based on 36 Parcels @ \$750.00 EA) (Phase 7)	\$27,000.00
S6	Revise Final Right of Way Plans, (Based on 37 Parcels @ \$360.00 EA) (Phase 7)	\$13,320.00
AG	Legal Descriptions (86 @ \$600.00 EA)	\$51,600.00
S7	Revise Legal Descriptions (58 @ \$330.00 EA)	\$19,140.00
AH	Parcel Plats (53 @ \$600.00 EA)	\$31,800.00
S8	Revise Parcel Plats (37 @ \$330.00 EA)	\$12,210.00
AI	Transfer Documents (55 @ \$100.00 EA)	\$5,500.00
AJ	R/W Stake Out (Hourly Rate)	\$24,600.00
AK	Appraisal Problem Analysis (45 @ \$240.00 EA)	\$10,800.00
RIGHT OF WAY ENGINEERING SERVICES SUBTOTAL		\$226,952.00
CONSTRUCTION PHASE DESIGNER SERVICES FOR PHASES 6 & 7		
AL	Preconstruction Conference (2 @ \$1,600 EA)	\$3,200.00
AM	Bid and Construction Phase Services and Shop Drawing Review, (Hourly Rate)	\$25,000.00
	Total	\$971,782.00

XXXIII. The total compensation to be paid to the CONSULTANT, as outlined in the original agreement will increase from **\$850,894.00** to **\$971,782.00**, an increase of **\$120,888.00**, for services outlined in this supplemental agreement. All other conditions as set forth in the original Agreement dated May 30, 2013, shall remain in full force, except as herein modified.

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EXHIBIT #1 of APPENDIX D is replaced with EXHIBIT #1(Rev-1)(MononTrail)

EXHIBIT #2 of APPENDIX D is replaced with EXHIBIT #2(Rev-1)

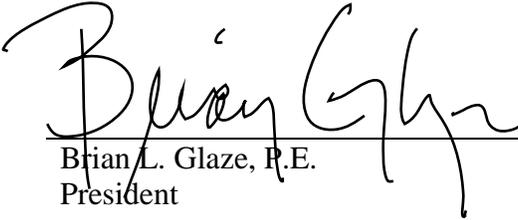
EXHIBIT #3 of APPENDIX D is replaced with EXHIBIT #3(Rev-1)

The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the CONSULTANT that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
DLZ Indiana, LLC

LOCAL PUBLIC AGENCY
City of Westfield
Board of Public Works and Safety



Brian L. Glaze, P.E.
President

J. Andrew Cook
Mayor

Attest:

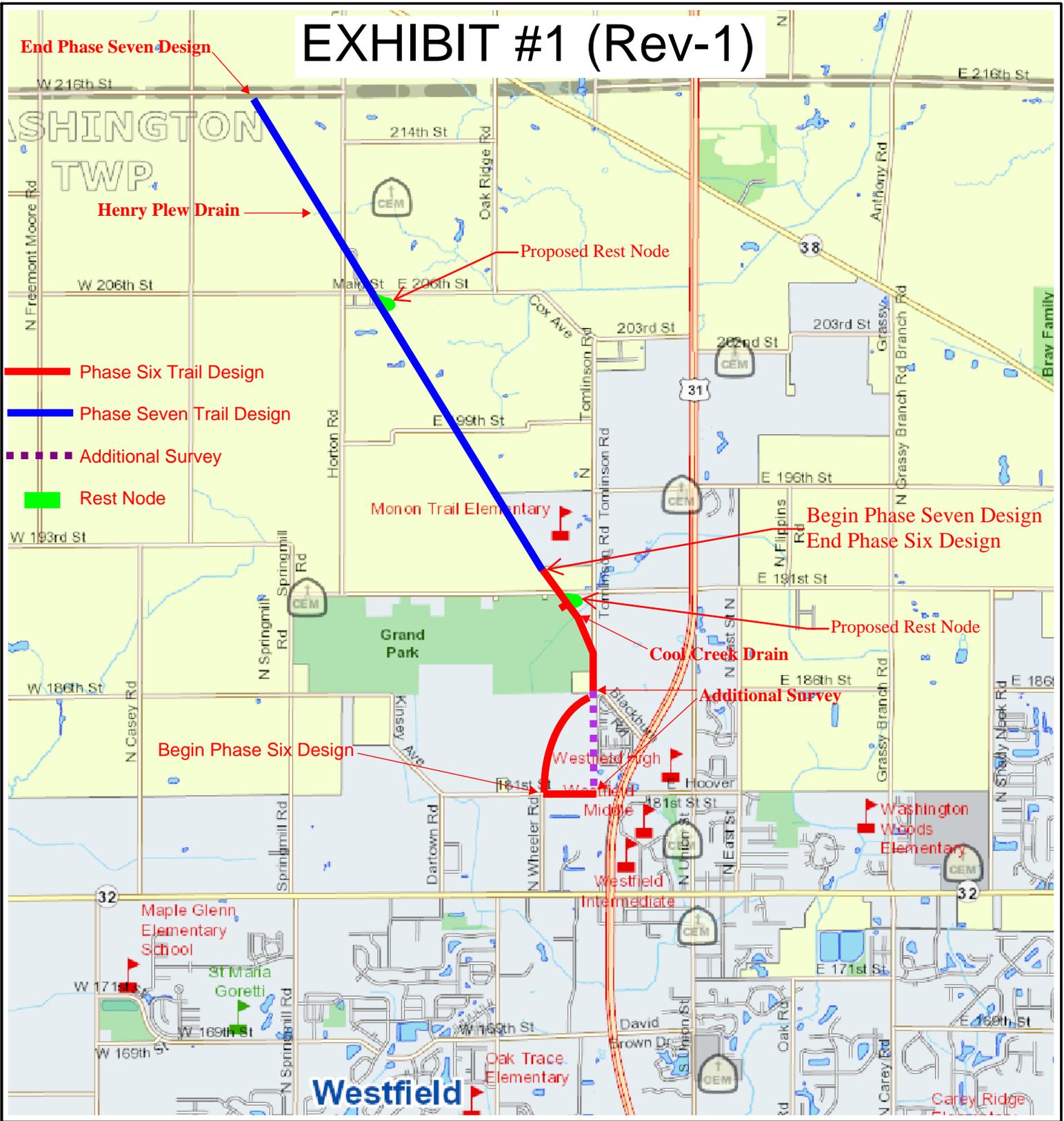


Gary K. Fisk, P.E.
Vice President

Randy Graham
Member

Kate Snedeker
Member

EXHIBIT #1 (Rev-1)



Hamilton County Monon Trail (Des. No. 0900029)

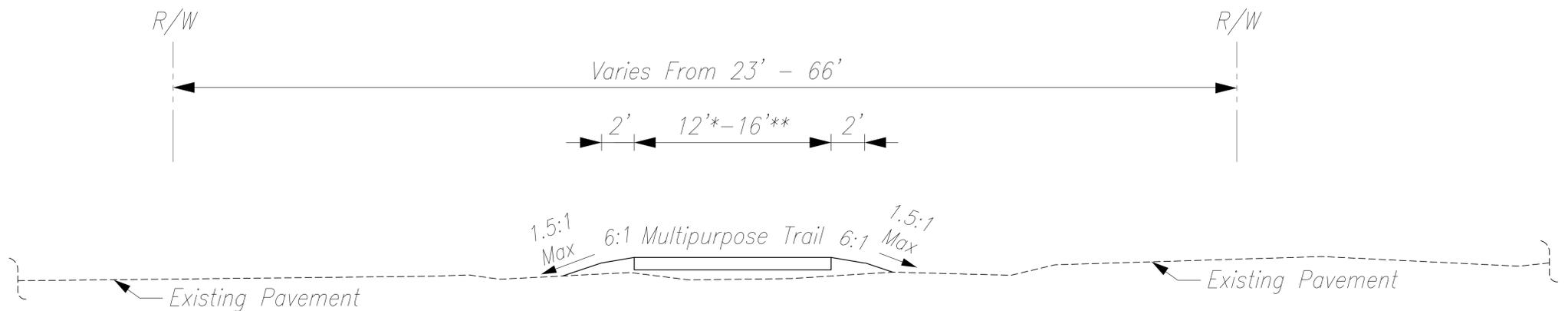
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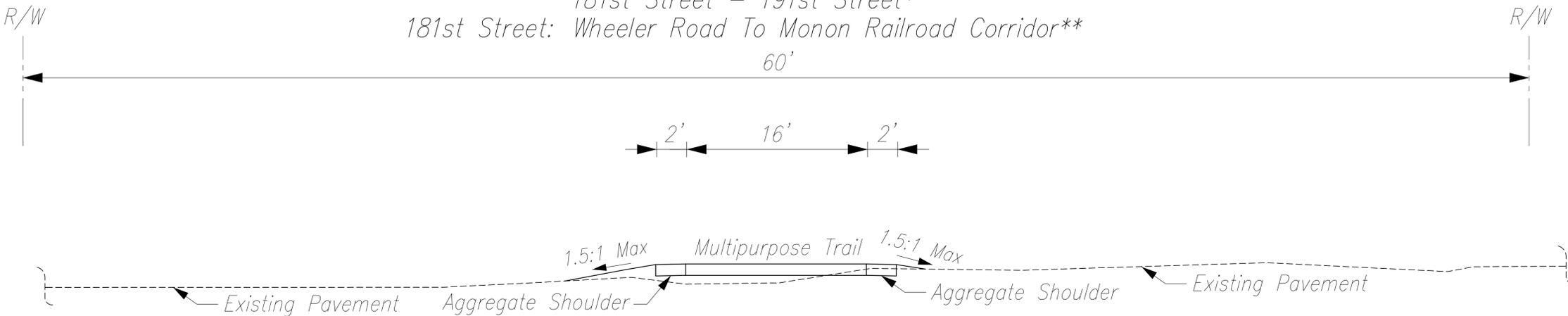
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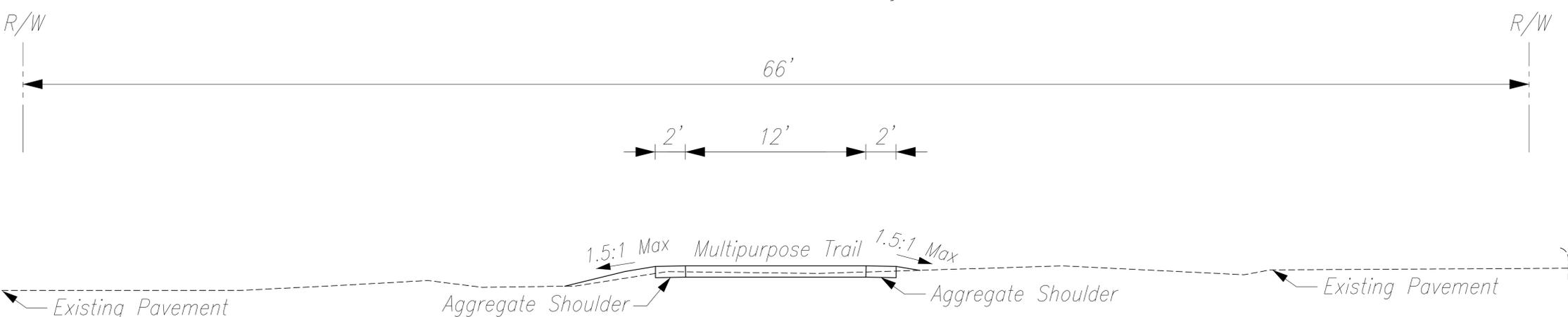
EXHIBIT 2 (REV-1)



Typical Section A – Monon Trail
 181st Street – 191st Street*
 181st Street: Wheeler Road To Monon Railroad Corridor**
 60'



Typical Section B – Monon Trail
 191st Street – Monon Elementary School



Typical Section C – Monon Trail
 Monon Trail Elementary School – 216th Street

Date: May 10, 2016, 10:57am User: ID: aboyd
 File: M:\Proj\1366\2014\Docs\Agreement\Prelim_Engineering\SAF\Exhibits\Monon Corridor_Typical Section.DWG Model Tab: xerox-24x36



NOT FOR CONSTRUCTION
 DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: PSL	DRAWN: AJG	
CHECKED: JAS	CHECKED: PSL	

CITY OF WESTFIELD
MONON TRAIL

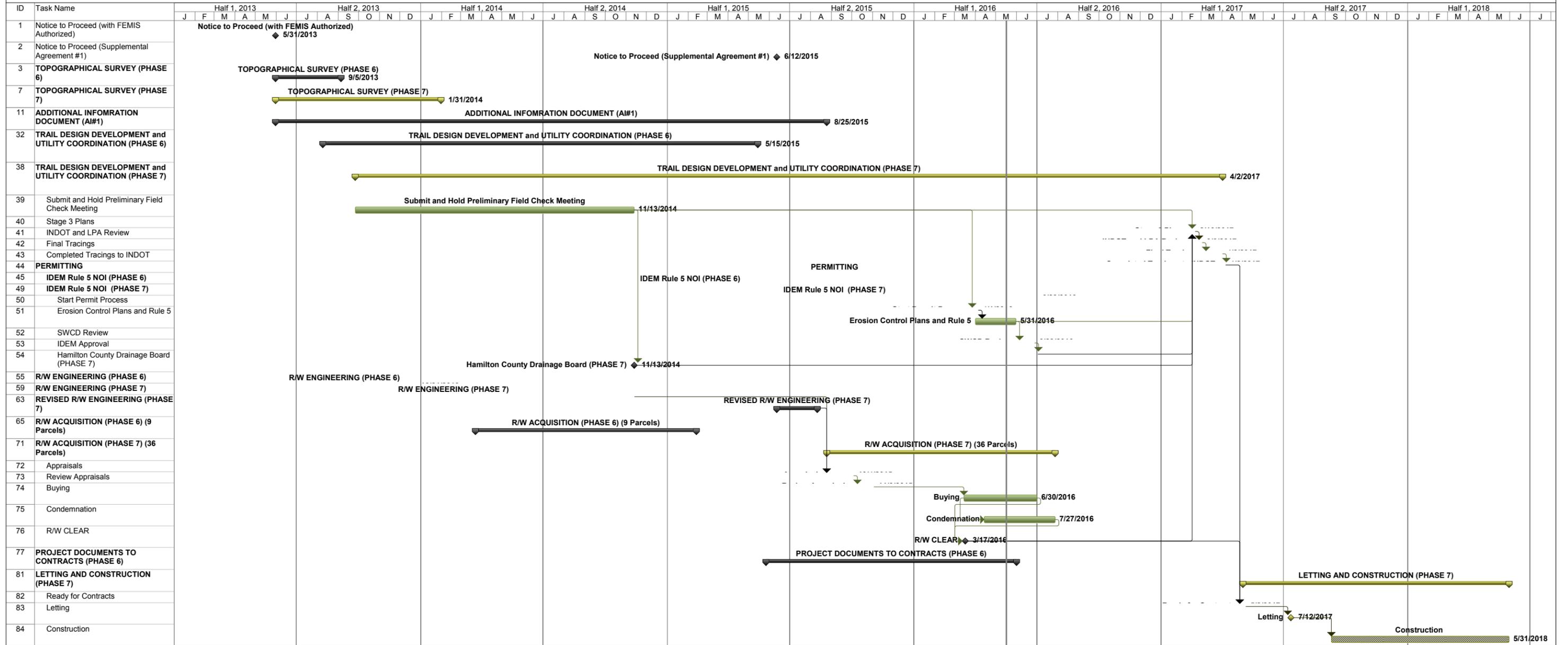
EXHIBIT 2 (REV-1)
TYPICAL SECTION

HORIZONTAL SCALE	ROAD FILE
NTS	
VERTICAL SCALE	DESIGNATION
NTS	0900029
SURVEY BOOK	SHEETS
ELECTRONIC CONTRACT	PROJECT
	0900029

EXHIBIT #3 (Rev-1)

MONON TRAIL (181st Street to 216th Street)

CITY OF WESTFIELD, INDIANA



Project: Monon Trail Date: Tue 5/17/16	Task	Rolled Up Task	Split	Group By Summary	Manual Task	Manual Summary	External Tasks	External Milestone
	Milestone	Rolled Up Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	External Milestone	Progress
	Summary	Rolled Up Progress	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Progress	Progress

NOTE: This schedule is based on typical review times from INDOT and the LPA's anticipated funding schedule availability in fiscal year 2016.