

SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement is made and entered into effective as of _____, 2022 by and between **Tippecanoe County Board of Commissioners**, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and **DLZ Indiana, LLC** (“the CONSULTANT”), a limited liability company organized under the laws of the State of Indiana.

Des. No.: 1401280, 2101125

Project Description: **Reconstruction of Morehouse Road from Sagamore Parkway to 400 feet north of Mason Dixon Drive in Tippecanoe County, Indiana.**

WITNESSETH

WHEREAS, the LPA entered into an Engineering Agreement on December 19, 2016, Supplemental Agreement No. 1 on July 1, 2019 and Supplemental Agreement No. 2 on September 8, 2020 with the CONSULTANT for Engineering Services and Documents in relation to the above described project and

WHEREAS, the LPA desires the CONSULTANT to provide additional services for:

1. Redesign plans, drainage, and cross section to reduce impacts to Parcel 3 (White Horse Christian Center) during R/W negotiations.
2. Project split in two phases for letting. Two contract packages (one for each Phase), and subsequent INDOT submittals for Stage 3 and Final Tracings.
3. Design plan changes for splitting the project in two phases.
4. Revise MOT plans to the new Yeager Road detour route.
5. Environmental: Prepare Additional Information (AI) document.
6. New Waters Report.
7. Coordination with Surveyor’s office for drainage reviews, for both phases.
8. New culvert design at Dempsey-Baker legal drain crossing.
9. Two CSGP permits (formerly known as Rule 5 permit); one for each Phase of the project.
10. Right of Way Engineering Revisions.

WHEREAS, in order to finalize assigned work and provide for the completion of the work, it is necessary to amend and supplement the Engineering Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Delete SECTION III.C (Public Involvement) of APPENDIX “A”.**
2. **Add SECTION III.F.5 to APPENDIX “A”, as follows**

5. Evaluate layout options for the detention basin located at the northern termini of the project. These options will entail evaluating dry basin, wet basin, and/or an access drive across from Morehouse Court bisecting the basin. The options will include volumetric calculations and preparation of basin layout sheets for the LPA and property owner’s review. Up to a maximum of three (3) options will be prepared.

3. Replace SECTION III.K.6 of APPENDIX A, as follows:

6. *Maintenance of Traffic (MOT) Plans:* MOT plans will entail a detour route for both Phase I and Phase II of the project. The detour route shall utilize the newly constructed Yeager Road, located east of the Project.

4. Add SECTION III.K.7 and 8 to APPENDIX A, as follows:

7. *County Surveyor's office coordination and review:* The CONSULTANT shall coordinate with the surveyor's office for roadway storm, hydraulics and detention basin reviews. The CONSULTANT shall assemble calculations as requested by the Surveyor's office to aid in the review process. Coordination meetings and responses to comments (as required) shall be developed to address any comments and to gain approval from the Surveyor's office, during both Phases of the project.

8. *Culvert Design:* A new box culvert will be designed at the crossing of Baker-Dempsey legal drain, during Phase II of the project. This will include any headwall or wingwall design. The CONSULTANT shall develop the necessary plans and details for this box culvert, including hydraulics, as required for the approval from the Surveyor's office.

The replacement structure is anticipated to be a four-sided precast concrete structure with a span of 8 feet and a rise of 5 feet with a 6 inch sump. It is anticipated that the structure will be approximately 74 feet in length. The structure length will be confirmed based on anticipated right of way and the cost/benefit of utilizing headwalls and wingwalls versus extending the structure. The structure will be designed using the "AASHTO LRFD Bridge Design Specifications". The structure plans will be prepared based on the structure being replaced as a roadway drainage structure and the structure details incorporated into the roadway plans versus a standalone set of structure plans.

Structure plans will consist of a plan view of the culvert, elevation and typical section. Wingwall and headwall details will also be provided in the plans. Structure quantities and unit costs will be developed and incorporated into the project estimate.

Upon award of the contract DLZ will review calculations and shop drawings for the precast concrete box culvert, wingwalls and headwalls, as submitted by the fabricator.

5. Replace SECTION III.T of APPENDIX A, as follows:

T. TWO CONTRACT PACKAGES

The project is expected to be split into two phases due to funding constraints, with Phase I (Des No. 2101125) being let in Fiscal Year (FY) 2024, and Phase II (Des No. 1401280) in FY 2025. The scope of work is based on splitting the plans for Stage 3 and Final Tracing submittals to INDOT. Phase I will include southern portion of the project, including the roundabout at CR W 350 N to approximately 250 feet north. In addition, a drainage trunk line will be designed to carry stormwater for this phase to the Baker-Dempsey legal drain. Phase II of the project will include design of the remainder project limits, ending at approximately 400 feet north of Mason Dixon Drive, including a new box culvert at the Baker-Dempsey legal drain crossing.

6. Add SECTION III.U to APPENDIX A, as follows:

U. ADDITIONAL INFORMATION (AI) DOCUMENT

The CONSULTANT shall perform environmental services to complete an Additional Information Document (AI) to satisfy State and Federal environmental documentation requirements relating a change in the design of a drainage basin at the north project terminus.

The environmental services shall consist of the following work elements:

1. Project Management: This task includes all file management, review of project budget, subconsultant management and general project management activities associated with the preparation of the AI document.
2. Perform a field reconnaissance of the location of the proposed project modification, to verify that the INDOT Level 2 CE impact criteria and thresholds would not be exceeded, and to collect information on environmental resources.
3. Update the Red Flag Investigation (RFI), coordinate with INDOT SAM.
4. Perform focused Early Coordination with Resource Agencies and assess comments.
5. Section 106 consultation and documentation, including archaeological survey and addendum report – subconsultant services are required.
6. Perform environmental studies relating to the new project footprint.
7. Prepare a Draft AI document and submit to INDOT for review and comment.
8. Revise the AI document per comments received and submit a Final AI document for INDOT approval.
9. Distribute the Final AI Document per INDOT guidelines.
10. Revise/update and resubmit the Environmental Commitments Database Spreadsheet, as required.

The above described environmental compliance services shall be performed in accordance with INDOT/FHWA-IN guidance documents including the Procedural Manual for Preparing Environmental Documents (2008), the INDOT Categorical Exclusion Manual (2021), the Indiana Cultural Resources Manual (2014) and other guidance and/or procedures issued by INDOT and FHWA.

The services listed below are not included in the proposed environmental services. Upon request, DLZ will prepare a scope of work and estimated fee.

1. Public involvement.
2. Preapplication permit scoping with the Corps of Engineers.
3. Wetland Permitting
4. Wetland Mitigation Design Plans
5. Annual mitigation monitoring, if required as a permit condition.
6. Floristic Quality Assessment
7. Threatened and Endangered Species Surveys
8. Any Section 106 (Historic Property) Consultation or Investigations that may be requested by the Corps of Engineers during the permit process.
9. Other site investigations that may be required as a permit condition.
10. Preparation of a Categorical Exclusion, Environmental Assessment or Environmental Impact Statement.
11. QHEI or HHEI stream assessments

7. REVISE APPENDIX “C”, as follows:

Right of Way is scheduled to be clear in Fiscal Year 2022 2023. The PROJECT is anticipated to let in Fiscal Year 2024 and/or 2025, contingent on funding. **Phase 1 (DES 2101125) is expected to let in November 2023. Phase 2 (DES 1401280) is expected to let in November 2024.**

8. Revise SECTIONS a.1 & a.2 of APPENDIX “D” as follows:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a Total Fee Not to Exceed of ~~\$1,005,090.00~~ **\$1,139,690.00**, unless a modification of agreement for the amended dollar amount is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under Appendix “A” of this Agreement on a Lump Sum basis in accordance with the following schedule:

	Description	Amount
DESIGN ENGINEERING SERVICES (LUMP SUM)		
PHASE 1		
A	Topographic Survey	\$51,600.00
B	Location Control Route Survey Plat	\$12,400.00
C	Traffic Data Collection	\$3,500.00
D	Roundabout Concepts and Capacity Analysis	\$9,500.00
E	Wetland Delineation (if required)	\$3,600.00
F	Red Flag Investigation (Environmental)	\$6,900.00
G	Engineer’s Report (Including approximately 10% Plans)	\$60,000.00
SUBTOTAL – PHASE 1		\$147,500.00
PHASE 2		
A	Project Management	\$22,000.00 \$35,000.00
B	Road Design and Plans - 2 Sets for 2 Contract Packages	\$245,000.00 \$285,000.00
B1	Coordination and Review by Surveyor’s Office	\$18,000.00
B2	Box Culvert Design and Hydraulics	\$32,600.00
C	Maintenance of Traffic Design	\$29,300.00 \$34,300.00
D	Roundabout Design	\$64,000.00
E	Archaeological Survey and Report *	\$6,810.00
F	Section 106 Qualified Historian Services *	\$11,800.00
G	Cemetery Development Plan (if required)	\$12,000.00
H	Waters Report	\$7,200.00 \$16,900.00
I	Geotechnical Investigation*	\$24,750.00
J	Pavement Design	\$6,100.00

K	Pavement Life Cycle Cost Analysis (LCCA) NOT USED	\$5,600.00
L	Lighting Design (Morehouse Road & CR 350 North Roundabout intersections only)	\$13,100.00
M	Proprietary Material Documentation for Lighting	\$2,500.00
N	Drainage Detention Design	\$20,000.00 \$30,000.00
N1	Discharge Reduction Study	\$8,000.00
N2	Detention Basin Options, Exhibits & Coordination	\$8,500.00
O	Environmental Study for Categorical Exclusion (Level 2)	\$33,600.00
O1	Addition Information (AI) Document	\$19,800.00
P	Permit: Rule 5 Erosion Control Report and NOI Letter (2- one for each contract package)	\$8,100.00 \$16,200.00
Q	Permit: USACOE 404	\$4,100.00
R	Permit: IDEM 401	\$4,100.00
S	Permit: IDNR Construction in a Floodway (if required) NOT USED	
T	Public Information Meeting or Public Hearing NOT USED	\$9,600.00
U	Utility Coordination	\$20,000.00 \$30,000.00
V	Bid Phase - 2 Contract Packages	\$2,500.00 \$5,000.00
W	Pre-Construction Meeting - 2 Contract Packages	\$1,500.00 \$3,000.00
X	Two Contract Packages – INDOT Submittals	\$18,000.00
SUBTOTAL – PHASE 2		\$579,660.00 \$743,160.00
DESIGN ENGINEERING TOTAL (LUMP SUM)		\$727,160.00 \$890,660.00

RIGHT OF WAY ENGINEERING (PER PARCEL FEE)		
A	Right-of-Way Engineering (Permanent 36 33 @\$2,550.00/parcel)	\$91,800.00 \$84,150.00
B	Right-of-Way Engineering (Temporary Only, 34 @ \$1,800.00/parcel)	\$61,200.00
C	Right-of-Way Staking – Two Times (70 33 @\$500.00/parcel)	\$70,000.00 \$33,000.00
D	Right-of-Way Engineering Revision (10 @\$1,500.00/parcel)	\$15,000.00
T&E's (fees include copies)*		
D	Residential (27 @\$340/parcel)	\$9,180.00
E	Commercial / Agriculture (7 @\$500/parcel)	\$3,500.00
F	Apartment Complex (2 @\$950/parcel)	\$1,900.00
G	Home Owner's Association (3 @\$550/parcel)	\$1,650.00
H	Church / Cemetery (2 @\$600/parcel)	\$1,200.00
I	Appraisal Problem Analysis (70 33 @\$250.00 EA)	\$17,500.00 \$8,250.00
RIGHT OF WAY ENGINEERING SUBTOTAL		\$257,930.00 \$219,030.00

CONSTRUCTION PHASE DESIGNER SERVICES (HOURLY)		
A	Construction Phase Services, Shop Drawing Reviews <i>(including Drainage/Culvert)</i> & Utility Coordination during Construction & Construction Phase Office Services (hourly rate) – 2 Contract Packages	\$20,000.00 \$30,000.00
		Total Fee (Not to Exceed)
		\$1,005,090.00 \$1,139,690.00

*These services will be performed by a Subconsultant. The CONSULTANT shall receive as payment the actual cost incurred by the CONSULTANT plus an administrative fee in an amount not to exceed 10% of the amount of the Subconsultant’s invoice, but not exceed the final amount shown in the table above unless authorized by the LPA in writing.

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

For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix “D”, Section 2 as an “Hourly Rate”, the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 3**. The basis for payment includes the direct salary and wages of each employee, PLUS a provisional overhead rate of **165.59%** ~~159.00%~~ PLUS a 10.80% profit, PLUS the cost of money at **0.58%** ~~1.99%~~, PLUS direct non-salary costs as approved by the LPA. Profit will only be applied to direct salary and wages plus applicable overhead. The provisional overhead rate will include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation holiday pay and other group benefits.

This contract amendment increases the current contract fee of \$1,005,090.00 by \$134,600.00 to \$1,139,690.00. Except as herein modified, changed and supplemented, all terms of the original engineering agreement dated December 19, 2016, Supplemental Agreement No. 1 on July 1, 2019 and Supplemental Agreement No. 2 on September 8, 2020 shall continue in full force and effect.

(Remainder of this page left blank intentionally)

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.

CONSULTANT

LOCAL PUBLIC AGENCY

DLZ Indiana, LLC

**Tippecanoe County Board of
Commissioners**

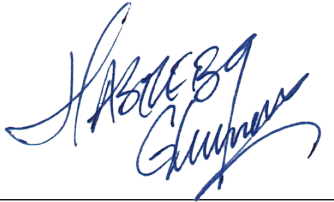


Laurie D. Johnson, PE
Vice President

David Byers
President

Attest:

Tracy Brown
Vice President



Haseeb A. Ghumman, PE, PTOE
Transportation Division Manager

Thomas Murtaugh
Member

Attest:

Bob Plantenga
Tippecanoe County Auditor

