

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2023, BY AND BETWEEN THE TIPPECANOE COUNTY, HEREINAFTER REFERRED TO AS THE “CLIENT” AND LOCHMUELLER GROUP, INC., HEREIN AFTER REFERRED TO AS THE “CONSULTANT”.

WITNESSETH

WHEREAS, the CLIENT and the CONSULTANT did on August 1, 2022 enter into an Agreement to prepare a traffic impact study, perform preliminary engineering and railroad coordination services for the Steele Property Site Development, and

WHEREAS, the CLIENT desires the CONSULTANT to perform additional design services, and

WHEREAS, the CONSULTANT has expressed a willingness to provide the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. Items 7.0 through 14.0 are added to Appendix “A” as follows:

7.0 PROJECT MANAGEMENT

- 7.1 Attend project progress meetings with the CLIENT, City of Lafayette and INDOT, prepare project status reports, general project coordination with CLIENT and other project stakeholders and provide overall management.
- 7.2 Setup and hold, when needed, all such conferences with CLIENT and other interested agencies, as required, in connection with the work.
- 7.3 Prepare and distribute minutes of such meetings and prepare letters in response to questions that may arise

8.0 TOPOGRAPHIC SURVEY:

- 8.1 Provide full topographic survey along a section of S.R. 38 in Tippecanoe, Indiana. Survey limits are generally described as follows:
 - The limits of the area for the topographic survey start approximately 1,000 feet west of the intersection of S.R. 38 with Subaru Gate 1 Entrance Rd. and continuing eastward approximately 1,800 feet along SR 38 to a point approximately 800 feet east of the intersection of SR 38 with Subaru Gate 1 Entrance Road., extending outward from the roadway centerline a varying width of 150 feet to 750 feet on the south and to the northern edge of

shoulder on the north side shown on Exhibit "1" (Survey Limits). The topographic survey data will be combined into an Autodesk Civil 3D drawing with a contoured surface model with one-foot contours, associated break-lines and topographic features.

- Along Subaru Gate 1 Entrance Road for a distance of 200 feet north of the intersection of Subaru Gate 1 Entrance Rd. with SR 38. Survey width on each side of Subaru Gate 1 Entrance Road is 50 feet.

8.2 As a minimum, the topographic survey shall include the location and elevation of all visible features, including but not limited to building corners and overhangs, paved and gravel surfaces, guardrail, posts, fences, gates, driveways, field entrances, sidewalk surfaces, individual trees (except limits only of heavily wooded areas), shrubs, landscaping areas, signs, poles, posts, manholes, risers, valves, meters, pits, etc.

8.3 Research affected property owners, obtain mailing addresses, and send survey notices to all.

8.4 Locate utilities within the project area using observed evidence along with the "Indiana 811" service. Locate underground utilities as marked by Indiana Underground Plant Protection Service and/or by available utility maps.

8.5 Establish a horizontal datum of INGCS Tippecanoe County coordinate system by using terrestrial traverse observations and GPS static observations.

8.6 Establish a vertical datum of NAVD88 by using GPS static observations and a bench level circuit.

8.7 Set horizontal control points and vertical benchmarks with references.

8.8 Provide utility contact list.

8.9 Provide an electronic CAD drawing containing one-foot contours, topographic survey linework and surface model. CAD file shall be AutoCAD, Civil 3D format.

8.10 Provide Survey field book in PDF format.

9.0 ROADWAY DESIGN AND PLANS

The project consists of designing a public road approach from the south side of SR 38 and extending South with an at-grade crossing of the existing Norfolk Southern railroad. The approach is anticipated to have a length of approximately 700 ft. The work includes design of additional turn lanes and approach improvements to SR 38 as identified in the Traffic Impact Study. The location of the approach is planned to be opposite of the east entrance to the Subaru of Indiana Automotive, Inc. plant. The project is located in Section 7 and 8, T22N, R3W in Sheffield Township. The services to be provided include the following:

9.1 Prepare plans, specifications, opinions of probable construction costs and other required submittal documentation for the project at each submittal stage, which

shall be in accordance with the accepted standards for such work and in accordance with CLIENT, City of Lafayette Public Works, INDOT, and AASHTO guidelines. The following shall be included in the plan submissions:

9.1.1 Final Plans (Approximately 90% Complete)

9.1.2 Final Tracings (100% Complete – Signed/Sealed drawings)

- 9.2 Prepare Maintenance of Traffic plans for the project based on lane restrictions required for construction.
- 9.3 Prepare plans for new roadway signage and pavement markings to be in accordance with the Indiana MUTCD.
- 9.4 Prepare details of non-standard roadway items to be included on detail sheets with the project plans.
- 9.5 Provide a pavement design utilizing the PAVExpress design software and submit pavement design for review/approval by the CLIENT.
- 9.6 Perform Project Management/Project Coordination services with the CLIENT, City of Lafayette, and Site Developer.
- 9.7 Submit for an INDOT Driveway Permit in the INDOT Electronic Permit System (EPS) in accordance with the 2018 Driveway Permit Manual.

10.0 GEOTECHNICAL EVALUATION SERVICES:

The CONSULTANT shall make or cause to be made a geotechnical evaluation consisting of the following tasks:

- 10.1 Prior to commencement of drilling, contact the public local utility companies so that they may provide clearing of underground utilities.
- 10.2 Drill up to four (4) test borings within the proposed project area to a depth of approximately 10 – 15 feet deep and two (2) pavement cores in the existing south shoulder.
- 10.3 Backfill boreholes with auger cuttings and bentonite chips, and the surface will be restored with a concrete patch for borings performed in the existing roadway
- 10.4 Perform an engineering analysis in the formulation of geotechnical design recommendations.
- 10.5 Prepare a written report documenting the results of the geotechnical evaluation, including recommendations and substantiating data for embankment, road subgrade, pavement design parameters, and topsoil thickness estimates.
- 10.6 Geotechnical assumptions include:
 - 10.6.1 Project is locally funded.
 - 10.6.2 One (1) day's use of an ATV/track-mounted drill rig
 - 10.6.3 Includes traffic control.
 - 10.6.4 No topsoil testing for plant growth is necessary.
 - 10.6.5 Hand augers may occur in median if safety becomes a concern.

10.6.6 CONSULTANT shall coordinate access with property owner(s).

11.0 TRAFFIC SIGNAL DESIGN- BASE SERVICES

- 11.1 Coordinate with proposed roadway improvements to verify proposed intersection geometry, curb ramp locations, etc.
- 11.2 Coordinate with City, County, and INDOT staff to verify project goals, equipment preferences, and overall performance requirements for the proposed traffic signal modernization at the project intersection listed in Item 11.1.
- 11.3 Remove and replace the existing meter base and service disconnect.
- 11.4 Install new galvanized steel (non-decorative) strain poles. It is assumed standard INDOT strain pole foundations can be used; therefore, geotechnical investigations or custom foundation design services will not be required for this project.
- 11.5 Install new traffic signal heads, as well as applicable regulatory, street name, and LED blank-out signs to be mounted on span cables at the intersection of SR 38 & Subaru East Entrance.
- 11.6 Install new stop bar detection loops with new detector housings for all intersection approaches affected by the proposed roadway modifications, as well as at the proposed signalized Norfolk Southern railroad crossing to be located south of SR 38. New advanced detection loops and detector housings would also be provided along US 38, where necessary.
- 11.7 Install new cellular internet modem with receiver on the top of the proposed traffic signal controller cabinet, for the purpose of providing interconnect capabilities from the project intersection to INDOT's central signal software. It is assumed that modifications to existing interconnect related infrastructure (if any), or provisions for new wireless or fiber optic interconnect related infrastructure, to any other upstream or downstream intersections along US 38, will not be required as a part of this project.
- 11.8 Install conduit and cabling to ensure connectivity to proposed signalized Norfolk Southern railroad crossing cabinet, to be located south of SR 38.
- 11.9 It is assumed the installation of conduit under the railroad crossing will require the preparation of a cross-sectional detail sheet showing the depths of the proposed conduits, along with completion of pertinent Norfolk Southern documentation forms.
- 11.10 It is assumed that all design engineering services related to the signalized railroad crossing itself (e.g., cross bucks, flashers, signage, etc.) will be completed by others, and therefore will not be required as a part of this project.
- 11.11 Miscellaneous conduit, wiring, signs, and pavement markings necessary to complete the intersection improvements.

- 11.12 It is assumed that the implementation of new pedestrian related facilities and/or new pedestrian signal equipment will not be required for this project.
 - 11.13 It is assumed that modifications to any existing intersection or roadway lighting facilities along SR 38 or Subaru East Entrance will not be required for this project.
 - 11.14 It is assumed that detailed Maintenance of Traffic (MOT), Staged Construction, and/or temporary traffic signal plans will not be required for this project.
 - 11.15 Review existing topography survey base sheets.
 - 11.16 Prepare a Preliminary Field Check (PFC) traffic signal plan submittal that reflects the locations of existing traffic signal infrastructure and installation of new traffic signal infrastructure at the project intersection listed in listed in Task 1.1, and then submit to the CLIENT, County, and INDOT for review and comment.
 - 11.17 Participate in a Preliminary Field Check meeting with the CLIENT, County, INDOT, and other project stakeholders (e.g., utility companies) to verify placements of proposed equipment.
 - 11.18 Coordinate with Norfolk Southern railroad personnel and their design consultant for the proposed signalized railroad crossing, to ensure proper connectivity between the proposed signalized railroad crossing and modernized traffic signal at SR 38 and Subaru East Entrance.
 - 11.19 Revise the PFC plans based on initial review comments received from the City, County, INDOT, and/or changes recommended during the Preliminary Field Check meeting, and then submit as Stage 3 (Final Field Check) traffic signal design plans to the CLIENT, County, and INDOT for approval and bidding.
 - 11.20 Revise the Stage 3 traffic signal plans per comments received from the CLIENT, County, and INDOT, and develop construction plans as part of the Final Tracing submittal.
 - 11.21 Provide responses to requests for information regarding the traffic signal design from potential Contractors during the bidding and construction phase of the project.
 - 11.22 Review equipment information sheets, shop drawings, and related information submitted by the Contractor to confirm concurrence with the design intent and applicable standards.
- 12.0 TRAFFIC SIGNAL DESIGN – ADDITIONAL SERVICES
- 12.1 Installation of new Advanced Warning Signage facilities along SR 38, west of Veterans Memorial Parkway for eastbound traffic, as well as east of Subaru East Entrance for westbound traffic, to provide motorists with wayfinding information during periods in which a train is utilizing the railroad tracks and thereby preventing access to the proposed Steele Property site via the Subaru East Entrance intersection.

- 12.2 It is assumed that either a cantilever or sign box truss would be required to accommodate applicable LED blank-out and/or digital message signs that would be used.
 - 12.3 It is assumed that a total of two (2) geotechnical borings (i.e., one (1) for each location) will be required to evaluate soil conditions at the proposed Advanced Warning Signage facilities. These geotechnical borings would not be completed by Lochmueller; however, Lochmueller will review the findings of the Geotechnical Subconsultant.
 - 12.4 It is assumed standard INDOT cantilever or sign box truss foundations can be used; therefore, custom foundation design services will not be required for this project.
 - 12.5 Installation of new fiber interconnect related infrastructure along SR 38 from the proposed traffic signal at the Subaru East Entrance to the existing four (4) signalized intersections at Veterans Memorial Parkway, Country Road 550 E, Subaru West Entrance, and the SB I-65 Ramp.
 - 12.6 Prepare necessary plan/detail/cross-section sheets illustrating improvements mentioned in Tasks 2.1.1 and 2.1.2 for PFC, Stage 3, and Final Tracings submittals.
- 13.0 CONSTRUCTION STORM WATER GENERAL PERMIT
- 13.1 Design erosion and sediment control measures that meet all IDEM and local requirements.
 - 13.2 Prepare the Storm Water Pollution Prevention Plan (SWPPP).
 - 13.3 Compile all required documentation for permit application.
 - 13.4 Submit CSGP application to the Tippecanoe County Storm Water Conservation District (SWCD) for review and approval.
 - 13.5 Submit approved CSGP to the Indiana Department of Environmental Management (IDEM) and Secure Notice of Sufficiency (NOS)
 - 13.6 Includes advertisement and permit application fees.
- 14.0 BID AND CONSRUCTION PHASE SERVICES
- 14.1 Assist the CLIENT in advertising and obtaining bid proposals for a prime contractor for construction, materials, equipment, and services; and, where applicable, attend a pre-bid conference.
 - 14.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents that are not directly related to an error or omission from the CONSULTANT.
 - 14.3 Consult with the CLIENT concerning and determining the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contract is allowed by the Bidding Documents.

- 14.4 Attend the bid opening, prepare bid tabulation sheets, and assist the CLIENT in evaluating the bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services, as required.
- 14.5 Following approval of the tracings and the bidding process administered by the CLIENT, the CONSULTANT will be responsible for attending the Pre-Construction Meeting.
- 14.6 Provide design support to the Resident Project Engineer, as required, and as directed by the CLIENT. Attend progress meetings and meet at the project site with the CLIENT or Resident Project Engineer, as required and as directed by the CLIENT, to assist in any matter that may arise during the construction of the project including interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.

II. The following is added to Item 6.0 SERVICES NOT BEING PROVIDED BY CONSULTANT UNDER THIS AGREEMENT as follows:

- 6.10 Cantilever Overhead Sign Design
- 6.11 Subsurface Utility Engineering
- 6.12 Legal Services
- 6.13 Providing any type of property surveys and staking to enable contractor(s) to proceed with their work and providing other special field surveys.
- 6.14 Railroad Permit Fees

III. The following is added to Appendix "C" as follows:

- 4.0 Topographic Survey Data Collection no later than 45 days after receipt of Notice to Proceed.
- 5.0 Geotechnical Evaluation and written report to be provided no later than 120 days after receipt of Notice to Proceed.
- 6.0 Final Plans to be provided no later than 60 days following receipt of Topographic Survey. Final Tracings, and Contract Documents to be provided within 60 days following receipt of review comments. Final Tracings submittal also subject to INDOT Permitting review and Railroad Coordination.
- 7.0 Railroad Coordination to be in accordance with the Norfolk Southern Public Projects Manual.

IV. Item 1.0 of Appendix “D” is replaced in its entirety with the following:

1.0 AMOUNT OF PAYMENT

1.1 The CONSULTANT shall receive compensation for such professional services under this Agreement in the amount of a total fee not-to-exceed Two Hundred Ninety-Seven Thousand Three Hundred Ninety Dollars (\$297,390.00), unless an amendment to this Agreement is executed by the parties that increases the maximum amount payable.

1.2 The CONSULTANT shall be paid for the Services performed under Items 1.0, 2.0,4.0, 5.0, 7.0,8.0, 9.0, 10.0, 11.0, 12.0, and 13.0 of Appendix “A” of this Agreement on a lump sum basis,

1.2.1	Traffic Impact Study	\$54,200.00
1.2.2	Road Design	\$106,400.00
1.2.3	Utility Coordination Services	\$5,100.00
1.2.4	Topographic Survey Data Collection.....	\$24,800.00
1.2.5	Traffic Signal Design – Base Services	\$20,500.00
1.2.6	Traffic Signal Design – Additional Services	\$23,800.00
1.2.7	Geotechnical Evaluation	\$13,990.00
1.2.8	Construction Storm Water General Permit	\$7,200.00

1.3 The CONSULTANT shall be paid for the work performed under Items 1.0 and 3.0 of Appendix “A” of this Agreement on an hourly rate basis based on the rates set forth in Exhibit “1”, attached hereto and incorporated herein by reference and in accordance with the following fee schedule:

1.3.1	Project Management	\$10,000.00
1.3.2	Railroad Coordination.....	\$23,400.00

1.4 The CONSULTANT shall receive payment for Bid Phase and Construction Phase Services performed under Item 14.0 of Appendix “A” of this Agreement on an hourly rate basis based on the rates set forth in Exhibit “1”, attached hereto and incorporated herein by reference. The total compensation to be paid to the CONSULTANT shall not exceed \$8,000.00 unless a modification to this Agreement is approved in writing by both parties.

1.5 The CONSULTANT shall not be paid for any service performed by the CLIENT or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs, computer time costs and mileage for travel will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

Except as herein modified, changed and amended, all terms and conditions of the original Agreement dated August 1, 2022 shall continue in full force and effect.

This Amendment No. 1 increases the previous not-to-exceed fee of \$101,400.00 by \$195,990.00 to a new not-to-exceed of \$297,390.00.

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

LOCHMUELLER GROUP, INC.

**TIPPECANOE COUNTY
BOARD OF COUNTY COMMISSIONERS**



Jessica J. Clark, PE
Northern Indiana Regional Leader

Tracy Brown, President

Thomas Murtaugh, Vice President

David Byers, Member

Attest: Jennifer Weston, Auditor