LPA – CONSULTING CONTRACT
SUPPLEMENT NO. 1

This supplemental contract is made and entered into this _____ day of April, 2016, by and between the City of Fishers, Indiana, hereinafter referred to as the "LPA", and Parsons Brinckerhoff, Inc., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA on June 22, 2015, entered into a contract, providing for the necessary services required in connection with the Nickel Plate Trail Extension (Des. No. 1383179).

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

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

1. SECTION I of the original contract is revised to include additional scope as summarized in Appendix "E", annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.

2. SECTION IV of the original contract is amended to read as follows:

   SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "F" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **$ 296,143.00.**

3. All other terms and conditions of the contract shall remain in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Shelby A. Swango, Area Manager
Print or type name and title

_____
Signature and date

ATTEST:

_____

_____

LOCAL PUBLIC AGENCY
Recommended for approval by:

Scott Fadness, Chairman
Print or type name and title

_____
Signature and date

Jeff Lantz, Member
Print or type name and title

_____
Signature and date

Jason Meyer, Member
Print or type name and title

_____
Signature and date

ATTEST:

_____
(Print or type name and title)

_____
(Signature)

APPENDIX "E"
ADDITIONAL SCOPE

Nickel Plate Trail Extension

Curb Ramp and Grading Details

Based on Design Memorandum No. 15-20 from INDOT (dated November 4, 2015) and Design Memorandum No. 16-12 (dated March 21, 2016), the PB team will include curb ramp details of all new/reconstructed curb ramps in the plan set or verify that existing curb ramps to remain meet INDOT specifications (28 curb ramps total).

We have also asked the surveyor to obtain additional topographic survey of the drainage easement from stations 151+50 to 158+00 in order for us to properly design the trail grading and drainage through this area.

Locations of curb ramps to be reconstructed:

- Allisonville Road & Conner Prairie Drive
  - New curb ramp (1) –SW corner
- Allisonville Road & 131st Street
  - New (3) and upgraded (1) curb ramps – NW, NE (2), & SW corners
- 131st Street & Fawnsbrook Drive
  - New curb ramps (2) – SW & SE corners
- 131st Street & New Britton Drive
  - Upgrade existing curb ramps (2) – SW & SE corners
- 131st Street & Sweet Spring Court
  - Upgrade existing curb ramps (2) – SW & SE corners
- 131st Street & Lantern Farms Drive
  - Upgrade existing curb ramps (2) – SW & SE corners
- Lantern Road & Lantern Farms Drive
  - Verify existing curb ramps to remain (2) – NW & SW corners
- Lantern Road & Shoe Overlook Drive
  - Verify existing curb ramps to remain (2) – NW & SW corners
- Lantern Road & 126th Street
  - Upgrade existing curb ramps (4) – NW (2) & SW (2) corners
- Lantern Road & Wolford Drive
  - Upgrade existing curb ramps (2) – NW & SW corners
- Lantern Road & Sunblest Boulevard
  - Upgrade existing curb ramps (2) – NW & SW corners
- Lantern Road & Regency Drive
  - Upgrade existing curb ramps (2) – NW & SW corners
- Lantern Road & Municipal Drive
  - Upgrade existing curb ramp (1) – NW corner

The additional fee associated with this effort (survey and design) will be $11,299.

Location Control Route Survey

Our original contract assumed that the parcels impacted would be dispersed throughout the project such that a Location Control Route Survey (LCRS) would not be required in order to perform the ROW

engineering and buying services. Because the parcels impacted are linear along the corridor, a LCRS will be required. PCS will provide the LCRS from 126th Street to the entrance of Connor Prairie.

Location Control Route Survey (provided by PCS) = $25,133

The total additional fee for the curb ramp details, supplemental survey, and LCRS = $36,432

APPENDIX "F"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of $296,143 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
    i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.