



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

May 16, 2019

Larry Robbins, P.E.
Vigo County Engineer
121 Oak Street
Terre Haute, IN 47807

RE: Vigo County Americans with Disabilities Act Self-Evaluation and Transition Plan (SETP) and Title VI Implementation Plan - Contract Amendment

Dear Larry,

DLZ Indiana, LLC is pleased to submit this contract amendment to the County for professional services for the above referenced project. This amendment will add pedestrian Right-of-Way (ROW) evaluation to the scope of DLZ services, based on the ROW locations provided by the MPO. The updated project schedule assumes a notice to proceed with this work no later than June 3, 2019.

Should you have any questions or need additional information, please do not hesitate to contact us. We appreciate this opportunity and look forward to working with you on this project.

Sincerely,

Sara Hicks, PLA, LEED AP, CPESC-IT
Shicks@dlz.com

CC: lj, mk, file

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

DLZ:

DLZ INDIANA, LLC

By:

Ms. Laurie Johnson, P.E.,
Vice President

Laurie D. Johnson
(Signature)

May 16, 2019
(Date)

CLIENT:

**VIGO COUNTY, INDIANA
BOARD OF COMMISSIONERS**

By:

Ms. Judith Anderson, President

Judith A. Anderson
(Signature)

(Date)

Mr. Brad Anderson, Secretary

Brad Anderson
(Signature)

(Date)

Mr. ~~Brandon~~ ^{Kearns} Member

Brandon Kearns
(Signature)

6/25/19
(Date)

ATTEST:

Mr. James W. Bramble, Auditor

James W. Bramble
(Signature)

6/25/19
(Date)

iv. The following buildings/facilities will be investigated:

Facility Description	Address
General Facilities	
ANNEX	650 SOUTH 1ST STREET
COURTHOUSE	33 S 3RD STREET
JAIL	201 CHERRY STREET
JUVENILE CENTER	202 CRAWFORD
HEALTH COMPOUND	1241 7TH AVENUE
ELECTION STORAGE BUILDING A	823 SOUTH 13TH
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SOUTH HIGHWAY GARAGE	10970 SOUTH SULLIVAN PLACE
COMMUNITY CORRECTIONS	101 OHIO STREET
PURDUE EXTENSION	275 OHIO STREET
SOLID WASTE MANAGEMENT	3230 E HAYTHORNE AVENUE

c. Public Outreach

- i. Issue a notice for public input during Self-Evaluation, along with letters to local advocacy groups for the disabled to solicit input and comment on barriers perceived to exist by persons with disabilities. The Client will provide DLZ with copies of the proof of publication and comments received.
- ii. Issue a public notice and letters to local advocacy groups for the disabled to solicit input and comment on the draft SETP. Both the letter and public notice will follow publication of the SETP document and its placement at locations within the County for review.
- iii. The Client is responsible for aiding DLZ in notifying the public about the project and availability of the SETP for public review.
- iv. The Client is responsible for scheduling of all meeting facilities for public meetings. DLZ anticipates only one public meeting/hearing to be held for the project to hear comments from the public after draft has been made available.
- v. If public comments are significant in number or requests for additional meetings are made, the Client will determine whether additional meetings are to be held and a scope and fee modification provided by DLZ based on the scope and number of the meetings.
- vi. DLZ will respond to comments received by the Client within the final SETP document.

d. Self-Evaluation and Transition Plan (SETP) Document

- i. Compile the results of the field evaluations conducted by DLZ and Client into a barrier summary for all facilities and ROW within the Basic Scope of Services. Provide an opinion of probable construction costs for facilities and ROW modifications.
- ii. Conduct policies and procedures analysis, and assist Client in development of formal grievance procedure, non-discrimination policy, requests for auxiliary

and the document will be considered final following INDOT's review and any required changes are made.

- f. DLZ anticipates the following deliverables to be provided in performance of the above Scope of Services:

- i. Draft Title VI Plan and Appendices
- ii. Final Title VI Plan and Appendices
- iii. Summary of the Project Kick-Off Teleconference
- iv. Federal-Aid Contract Language
- v. Transfer of Property Clauses
- vi. Permits, Leases, and Licenses Clauses
- vii. Non-Discrimination Policy Statement (for adoption)
- viii. Title VI Assurance (for adoption)
- ix. Title VI Complaint Form
- x. Complainant Consent/Release Form
- xi. Voluntary Title VI Public Involvement Survey Form
- xii. Title VI Complaint Log Form
- xiii. Title VI Training Attendance Log Form
- xiv. Example Language Identification Flashcards

C. SCOPE OF SERVICES LIMITATIONS

1. Basic Scope of Services described above addresses full compliance with Title II of the ADA in DLZ's interpretation. However, since the ADA is a civil rights law it is subject to rulings and related interpretations by the justice system. Consequently, DLZ is not liable for interpretations or rulings made by the justice system that are contrary to or alter DLZ's interpretations of the ADA. Furthermore, DLZ and its staff will, to the best of their ability, interpret the ADA for the purpose of this compliance investigation and make no expressed or implied warranty regarding accuracy, completeness or legality of the information documented.
2. The SETP is dependent on accurate information being provided by the Client. In addition, it is important that accurate information be provided to DLZ related to areas of each facility accessible to the public. Facilities that are not the Client's facilities are listed in Item 4, below.
3. The Client is advised and acknowledges that it must seek legal advice from its own legal advisors as to specific ADA or Civil Rights requirements and waives any claims against DLZ based on alleged errors or omissions in the content of any information presented by DLZ.
4. Facilities/entities not considered the Client's or requested by Client for exclusion are:
 - Vigo County Public Library facilities
 - County parks (It is understood these were evaluated as part of a recent Parks Master Plan.)
 - Wabash Valley Fairgrounds
 - Vigo County School Corporation and school facilities
 - ROW under jurisdiction of Indiana Department of Transportation (INDOT), Terre Haute, or other incorporated areas
 - Polling Places (It is understood that these are evaluated on annual basis by County Clerk's office and will continue to be re-evaluated and updated/relocated as needed.)

will be responsible for distribution to each of the County's departments and compiling responses for delivery to DLZ.

4. Provide information requested by DLZ in a timely manner.
5. Review and approve all public notices in local newspapers and other means, for Public Outreach.
6. Review and publish all required public notices for meetings of the governing body for adoption of resolutions included within the Title VI Plan and the Title VI Plan itself.
7. Mail public meeting notices to any known disability advocates or individuals outside of those identified by DLZ as potentially interested parties.
8. Collect public comments regarding this project and forward to DLZ on a timely basis.
9. Identify all areas of Client facilities with public access and employee common-use areas. Provide access to all areas of Client facilities required to be reviewed.
10. Develop a summary of parks accessibility upgrades that have been completed since Parks Department's previous accessibility review for inclusion in County SETP.
11. Furnish all legal, insurance, and accounting services including auditing services that may be reasonably necessary at any time for the project to meet the Client's needs and interests.
12. Provide prompt written notice to DLZ if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in DLZ's work or scope of basic services.
13. The County is responsible for responding to any INDOT letter of non-compliance, as required to inform them that these plans are being prepared and will be provided to them upon completion and adoption, along with other information noted as not being available in the desktop audit.
14. Client will be responsible for distribution of draft plans and providing a single set of comments/questions to DLZ following review.
15. Ensure that a review of the draft and final Title VI Plan is performed by staff and/or legal representatives for accuracy and completeness of the information prepared by DLZ.
16. The County will be responsible for record-keeping and updates of the plan consistent with the requirements of INDOT.
17. Following adoption of these plans, the County is responsible for implementation and record-keeping as required by INDOT to remain compliant on an annual basis. This includes reporting to INDOT, posting required information within County facilities and on the County website, annual updates, implementation plan, goals, and accomplishments.
18. Ensure that all training of the Title VI Coordinator and other staff with Title VI responsibility is obtained and provided as required by INDOT to remain compliant and eligible for funding.

F. ADDITIONAL SERVICES

The following services are not included as part of DLZ's Basic Scope of Services. DLZ may be available to perform these services, but will not proceed with performing Additional Services without the Client's prior written authorization.

- Creation of floor plans of facilities identified as part of this compliance investigation that were not made available to DLZ by the Client.
- IBC code review of the facilities included in this ADA compliance investigation.
- Review of marginal compliance issues to determine their probability to be considered an acceptable alternative means to achieve ADA compliance is not included as part of this investigation.
- Review of Title II conditions related to site and architectural barriers in non-public areas.
- Detailed review of Title I accessibility issues within employee-only areas of facilities.

EXHIBIT B: PROJECTED SCHEDULE



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Vigo County SETP Projected Schedule – January 1, 2019 Start

Project Task	Responsibility	Projected Date
Self-Evaluation		
Evaluation of all identified County Facilities	DLZ	COMPLETE
Public Input #1		
Public Notice for Input (2 weeks)	DLZ/County	COMPLETE
Transition Plan		
Provide County programmatic information (See DLZ Questionnaire)	County	COMPLETE
Compilation of Barrier Summary/Estimation for Facilities Appendix	DLZ	June 28, 2019
Collect ROW data	DLZ	June 1 - 28, 2019
Compilation of Prioritization/Estimation for ROW Appendix	DLZ	July 5, 2019
Develop and Submit Draft Transition Plan for County Review	DLZ	July 12, 2019
County Review Period	County	July 15 – July 26
Review Meeting	DLZ/County	Week of July 29
Revise and Issue Public Draft	DLZ	August 5, 2019
Public Input #2		
Set Public Input Dates and Issue Public Notice	DLZ/County	July 29, 2019
Place Draft at select locations for min. 2-week public comment period	County	August 5 – August 19
Public Meeting #2	DLZ/County	Week of August 12
Finalization and Adoption		
Provide Final County and Public Review Comments	County	August 23, 2019
Revise and Issue Final SETP	DLZ	August 30, 2019
Adoption by County	County	Next Meeting

Updated 5/8/2019

ATTACHMENT A

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this ~~4th~~ day of ~~December~~, ~~2018~~, (hereinafter referred to as the "effective date of the Agreement"), by and between **DLZ Indiana, LLC**, hereinafter called "DLZ," located at **157 E. Maryland Street, Indianapolis, Indiana 46204** and **Vigo County Board of Commissioners**, hereinafter called "Client," located at **121 Oak Street, Terre Haute, Indiana 47807**.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of **Indiana**;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire DLZ to perform certain services in connection with **Vigo County Americans with Disabilities Act Services**, hereinafter called the "Project" as set forth herein; and

WHEREAS, DLZ desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and DLZ, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

II. COMPENSATION

- A. DLZ shall be compensated as set forth in Exhibit A for services rendered under this Agreement.
- B. DLZ shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to DLZ within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to DLZ within 60 days of the date of an invoice, DLZ may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, DLZ will continue its services.

III. PERIOD OF PERFORMANCE

DLZ agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that DLZ's work and the completion thereof may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities

VIII. CHANGES

~~Changes or amendments to this Agreement may be made only in writing signed by a duly~~
authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions attached hereto as Exhibit C are incorporated herein and made a part of this Agreement.

XII. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to DLZ shall be addressed to: **Ms. Laurie Johnson P.E., 157 E. Maryland St. Indianapolis, Indiana 46204.**
- B. Notices to the Client shall be addressed to: **Mr. Larry Robbins, P.E., County Engineer, 121 Oak Street, Terre Haute, Indiana 47807.**

XIII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in

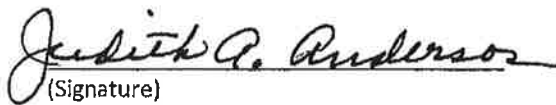
IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

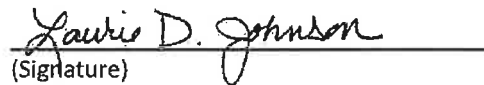
Vigo County Board of Commissioners

DLZ Indiana LLC

By: Ms. Judith Anderson
President

By: Ms. Laurie Johnson, P.E.
Vice President


(Signature)


(Signature)

12/4/18
(Date)

November 27, 2018
(Date)

Mr. Brad Anderson
Secretary

(Signature)

(Date)

Mr. Jon Marvel
Member


(Signature)

12/4/18
(Date)

Attest: Mr. James W. Bramble, Auditor


(Signature)

12/4/18
(Date)

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9. Identify all areas of Client facilities with public access and employee common-use areas. Provide access to all areas of Client facilities required to be reviewed.
10. Provide ROW evaluation data in agreed up on format from MPO in a timely manner. In the event that the Client is not able to complete the ROW data collection within the schedule in Section G, DLZ can complete as Additional Service at Client's authorization. If Client data is not provided, or DLZ authorized to complete work, within 6 months of DLZ completing the remainder of the data collection and draft SETP, DLZ will provide the Client with the draft SETP. DLZ's scope of services will be deemed to be fully completed and provided and the project billed to 100% upon delivery of the draft SETP.
11. Develop a summary of parks accessibility upgrades that have been completed since Parks Department's previous accessibility review for inclusion in County SETP.
12. Furnish all legal, insurance, and accounting services including auditing services that may be reasonably necessary at any time for the project to meet the Client's needs and interests.
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- Creation of floor plans of facilities identified as part of this compliance investigation that were not made available to DLZ by the Client.

H. COMPENSATION

The Client shall compensate DLZ Indiana, LLC (DLZ) for providing professional services rendered under the "Basic Scope of Services" in a lump sum amount of **Forty-Four Thousand Five Hundred Dollars and Zero Cents (\$44,500.00)**.

Task	Fee
Self-Evaluation and Transition Plan	\$36,000.00
Title VI Plan	\$8,500.00
Total Lump Sum	\$44,500.00

Project expenses incurred by DLZ to perform the Basic Scope of Services as stated herein are included in the above lump sum compensation for these tasks including the extent of report copies (deliverables) stated herein. Any expenses incurred outside the Basic Scope of Services (including those associated with reproduction of additional report copies) or authorized Additional Services shall be considered Reimbursable Expenses and shall be payable in accordance with Exhibits B and C.

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Approximate Locations of
County-Owned
Pedestrian ROW Facilities
To Be Evaluated

