

**FIRST ADDENDUM TO CONSULTANT SERVICES FOR THE CITY OF
AVON'S CITYWIDE BICYCLE AND MULTI-USE PATH MASTER PLAN**
(Exhibit A to Ord. No. 57-19)

This Addendum to the Consultant Services Agreement is entered into by and between the City of Avon, County of Lorain, Ohio (AVON), and the consulting firm know as Envision Group LLC, located at 2249 Elm Street, Suite 419, Cleveland, Ohio 44113 (CONSULTANT).

WHEREAS, AVON has engaged the CONSULTANT to perform certain professional services relating to the City of Avon Citywide Bicycle and Multi-Use Master Plan; and

WHEREAS, on October 9, 2018, Avon City Council passed Ordinance 84-18 authorizing the Mayor to execute an agreement with the Ohio Department of Transportation (ODOT) and the Northeast Ohio Areawide Coordinating Agency (NOACA), acting as the designated recipient of the United States Department of Transportation (USDOT) funds for the governance and implementation of the scope of services and budget as part of NOACA's TLCI Program in order to prepare a City of Avon Citywide Bicycle and Multi-Use Path Master Plan; and

WHEREAS, On October 9, 2018, Avon City Council passed Ordinance 84-18 that also authorized the City of Avon Mayor to enter into contracts with consultant(s), selected according to NOACA guidelines to perform the scope of services as part of NOACA's TLCI Program in order to prepare a City of Avon Citywide Bicycle and Multi-Use Path Master Plan; and

WHEREAS, On March 26, 2019, the City of Avon Mayor entered into a contract with the CONSULTANT for said services, per the authority granted to him as outlined in Ordinance 84-18;

WHEREAS, at their June 14, 2019 NOACA Board Meeting, the NOACA Board agreed to expand the study area of the City of Avon's Citywide Bicycle and Multi-Use Path Master Plan and increase the federal share, \$15,000.00, of the project accordingly; and

WHEREAS, the Lorain County Metroparks, in collaboration with the Village of Sheffield has requested to expand the study area of the City of Avon's Citywide Bicycle and Multi-Use Path Master Plan and agreed to contribute to the non-federal share, \$5,000.00 of the expanded scope; and

WHEREAS, the CONSULTANT has agreed to the terms and conditions for the consideration to expand the scope of said consulting services, indicated herein below.

NOW THEREFORE, in consideration of the mutual promises and obligations herein to be observed and performed by the parties hereto, AVON and the CONSULTANT hereby agree that the Consultant Services Agreement be, and the same is hereby amended, to read as follows:

ARTICLE ONE - SCOPE OF AGREEMENT

Section 1 - Scope of Services:

The Scope of Services to be performed under this Agreement shall be as outlined in the City of Avon’s Request for Technical Proposals, the CONSULTANT’S Proposal dated January 25, 2019, the Consultant’s Submittal of Additional Information provided on February 25, 2019, and Scope Amendment Sheffield Village submitted on June 7, 2019, which are all hereby incorporated into and made part of this Agreement as though expressly rewritten herein.

Section 2 – Schedule of Completion/Project Work Schedule:

The CONSULTANT shall start work on the various phases of this Agreement within ten (10) days after receipt of a notice to proceed. The CONSULTANT has provided a project work schedule in their Scope Amendment Sheffield Village submitted on June 7, 2019 for the development of the work covered under this contract. Any modifications made to this schedule of completion/project work schedule will only be made by mutual agreement from both AVON and the CONSULTANT, where the Consulting City Engineer shall be authorized to make any and all such changes.

ARTICLE THREE - FEES, PROGRESS REPORTS, FEE PAYMENTS AND SCOPE CHANGES

Section 1 - Fees:

In consideration of the terms and obligations of this Agreement, AVON agrees to pay and the CONSULTANT agrees to accept the following fees in full compensation for services, labor, material, and equipment necessary to do the work herein specified, including overhead, profit and expenses of every kind incurred in connection with the undertaking and performing of said work, except those items specifically exempted herein and furnished by AVON, a total amount not to exceed \$69,000.00.

At AVON’s discretion, the scope in any given phase may be modified, in which case funds may be shifted from one phase to another, but only with the prior written authorization of AVON, provided that such transfer of funds does not cause the total amount of this Agreement to be exceeded.

Upon written notice to proceed by AVON, after receiving federal authorization from the Northeast Ohio Areawide Coordinating Agency (NOACA), to the CONSULTANT, for each task listed below, AVON agrees to pay the CONSULTANT for the services provided for within this Agreement, as follows:


Phase 1	Kick Off	\$ 5,000.00
Phase 2	Identity	\$ 5,000.00
Phase 3	Assess	\$ 13,000.00
Phase 4	Recommend	\$ 16,000.00
Phase 5	Implement	\$ 10,000.00
Phase 6	Sheffield/Lorain Metroparks	\$ 20,000.00

It will be the responsibility of the CONSULTANT to interpret, explain clarify and answer questions about the data, reports and/or studies at no additional fee to AVON.

IN WITNESS WHEREOF, this First Addendum to the Consultant Services Agreement for the City of Avon Citywide Bicycle and Multi-Use Path Master Plan, is Executed at Avon, Ohio, Ohio, this __day of __, 2019.

The undersigned, Envision Group LLC, does hereby approve and accept the proposed terms of this Agreement as set forth.

ENVISION GROUP LLC

Signature: 
Print Name: Ryan Smalley
Title: Principal
Date: 6/11/19

CITY OF AVON

Signature: _____
Print Name: Bryan K. Jensen
Title: Title: Mayor City of Avon
Date: _____

Signature: _____
Print Name: John A. Gasior
Title: Title: Law Director
Date: _____