



Greenfield Engineering & Planning

10 South State Street
Greenfield, IN 46140
Phone: (317) 477-4320
Fax: (317) 477-4321

February 10, 2026

Board of Public Works and Safety
10 S. State Street
Greenfield, IN 46140

Re: Riley Arts Trail (INDOT Contract R-41318)
Memorandum of Understanding with Lochmueller Group

Dear Members,

The City of Greenfield is proceeding with INDOT's construction of the Riley Literary Trail (Agreement dated November 17, 2020). Elsewhere on today's agenda is a discussion regarding the overall project budget. Staff has met with the design engineer, Lochmueller Group, concerning several changes related to errors and omissions in the original design plans.

A total of nearly \$300,000 in changes resulted from unexpected items that needed to be added to the project across 21 of the anticipated 24 change orders. These items were unexpected because they were not identified by the designer and were therefore not included in the original plans.

Under the City's initial agreement with INDOT, the State agreed to participate up to a maximum project cost. Fortunately, the final audit of project quantities showed significant underruns, allowing INDOT to cover the majority of these unexpected items within their 80/20 cost share. After this audit and cost reconciliation, the net additional cost to the City is approximately \$27,000.

Lochmueller Group has agreed to compensate the City \$27,000 in exchange for a release of all claims. A Memorandum of Understanding documenting this agreement is attached for your consideration.

Recommended Motion: Approve and sign the Memorandum of Understanding with Lochmueller Group, Inc. and accept a payment of \$27,000, to be added to the Riley Literary Trail project budget.

A handwritten signature in black ink. The name "GLEN E. MORROW" is written in a cursive, flowing style. The "E." is capitalized and the "M." is also capitalized. The "MORROW" part is followed by a small "PE" in parentheses.

Glen E. Morrow, PE
City Engineer

MEMORANDUM OF UNDERSTANDING
City of Greenfield and Lochmueller Group, Inc.
For Riley Arts Trail Design work

THIS MEMORANDUM OF UNDERSTANDING is between the City of Greenfield, Indiana, by and through its Board of Public Works and Safety, hereinafter referred to as "Greenfield" and hereinafter referred to as Lochmueller Group, Inc. "Lochmueller".

WHEREAS Greenfield entered an Agreement with Lochmueller for the design of the Riley Arts Trail, formerly known as the Riley Literary Trail hereinafter referred to as the "Project" The agreement was dated on _____, 2019 and for an amount of \$_____; and

WHEREAS, the Federal Highway Department (FHWA), Indiana Department of Transportation (INDOT) and the Indianapolis Metropolitan Planning Organization (IMPO) participated in the oversight and funding of the Project; and

WHEREAS, the Project is a construction unit price project with an original bid amount of \$3,896,000.00; and

WHEREAS, the Project is substantially complete where all quantities have been estimated to total an amount of \$3,623,497.89, which is \$272,502.11 less than the bid amount; and

WHEREAS, the Project has a total of 21 change orders, of which nine were classified as engineering and design errors and omissions (E&O) issues totaling \$99,432.35, and

WHEREAS, that actual cost impact to Greenfield as a result of E&O issues total \$26,778.83.

WHEREAS, the FHWA, INDOT, and IMPO is anticipated to absorb 80% of participating items change orders items, including eight of the nine E&O items since the Project is \$272,502.11 under budget.

NOW THEREFORE BE IT RESOLVED that Greenfield and Lochmueller agree that:

1. Lochmueller will compensate Greenfield for Greenfield's impact from E&O issues in the amount of \$27,000.
2. Lochmueller will submit for consideration by the Greenfield City Attorney and the Greenfield Board of Public Works and Safety a release of all claims.
3. Should the FHWA, INDOT, and IMPO not pay for 80% of all participating change order items, including E&O items, this agreement may be amended or nullified by either party within 30 days of applicable FHWA, INDOT, or IMPO final determination.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day
of _____ 2025.

CITY OF GREENFIELD, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

LOCHMUELLER GROUP, INC.

Mayor Guy Titus

Susan Al Abbas, PE
Vice President & Indiana Market Leader

Katherine Locke

Larry Breese

Brent Robertson

Glenna Shelby

Attest: _____
Lori Elmore, Clerk-Treasurer