

SUPPLEMENTAL AGREEMENT NO. 1

This supplemental agreement is made and entered into _____, 2016, by and between City of West Lafayette Redevelopment Commission acting by and through its proper officials (hereinafter referred to as the "Client") and DLZ Indiana, LLC (hereinafter referred to as the "DLZ").

WITNESSETH

WHEREAS, the Client entered into an Engineering Agreement on December 17, 2014 with DLZ for Engineering Services and Documents in relation to the following described project: Topographic Survey and prepare Preliminary Engineer's Report for Lindberg Road between Northwestern Avenue and Salisbury Street;

Whereas the Client has determined that it desires DLZ to perform additional work under that Engineering Agreement to prepare construction plans and bid documents for the reconstruction of Lindberg Road between Northwestern Avenue and Salisbury Street; and

WHEREAS, in order to finalize assigned work and provide for the completion of the work, it is necessary to amend and supplement the Engineering Agreement.

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

I. ADD SECTIONS "D" THROUGH "L" TO EXHIBIT "A" AS FOLLOWS:

D. ROADWAY PLAN PREPARATION AND DESIGN (THRU STAGE 1 ONLY)

The project includes reconstruction of Lindberg Road between Northwestern Avenue and Salisbury Street (approx. 0.4 mile) including total pavement replacement, curb and gutter, storm sewer and sidewalks. The proposed project is assumed to be constructed within the existing Right of Way (R/W) and no new R/W is anticipated to be acquired. The Project will generally consist of the following elements:

1. The typical section of roadway will consist one of the following configurations, depending upon the conclusions drawn in the engineer's report. All proposed construction, including potential utility relocations, is expected to be carried out within the existing R/W limits. Due to existing R/W limitations and depending upon the final typical section selected by the City, there may not be any buffer/green space between the curb and the sidewalk/trail.
 - a. Two travel lanes, with concrete curb and gutter, a 6 foot sidewalk on the north side of Lindberg Road behind the curb and a parking and/or on-street bicycle lane on the south side Lindberg Road, or,
 - b. Two travel lanes with a 10 foot multi-use path on the south side of Lindberg Road, and 6' sidewalk along the north side of Lindberg Road.

2. The design speed of the roadway will be 30 mph, with a maximum posted speed of 30 mph.
3. The project will be designed in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:
 - a. *City of West Lafayette Typical Construction Guidelines & Details, July 1, 2013*
 - b. *2008 West Lafayette Standard Policy and Guidelines*
 - c. *Roadside Design Guide, American Association of State Highway and Transportation Officials*
 - d. *The most currently adopted Americans with Disabilities (ADA) manual in effect for the Client*
 - e. *2011 Indiana Manual on Uniform Traffic Control Devices (IMUTCD) for Streets and Highways*
 - f. *AASHTO Guide for the Development of Bicycle Facilities, 4th Edition*
4. All drainage from the project site will flow to the west and will be connected to an existing storm system located in the northeast corner of the intersection of Northwestern Avenue and Lindberg Road. This existing storm sewer crosses under Northwestern Avenue and connects to an existing drainage basin located in the northwest corner of Northwestern Avenue and Lindberg Road intersection. As per previous discussions with the Client, it is assumed that this existing storm system and drainage basin are designed to handle additional flow from Lindberg Road reconstruction and, therefore, no changes are anticipated to the existing storm system crossing under Northwestern and the existing drainage basin. Drainage design is not included at this time.
5. DLZ shall prepare Stage 1 plans (approximately 25%), along with an opinion of Probable Construction Cost for Client's review. Stage 1 plans shall generally include horizontal and vertical alignment, typical sections and cross sections.

E. STAKEHOLDER/PROPERTY OWNER MEETINGS

If requested by the Client, DLZ shall prepare for and attend up to two (2) meetings with the stakeholders and/or property Owners to discuss the project. These meetings will be arranged by and will be held at the direction of the Client.

F. UTILITY COORDINATION

DLZ shall perform initial coordination with the Utilities within the Project and shall perform the following utility coordination tasks:

1. Send initial notice to utilities of proposed project, and follow-up.

2. Identify and create list of all affected utilities including names, addresses, telephone numbers, email address and contact person.
3. Distribute Stage 1 Plans to each Utility for the purpose of requesting verification that its existing facilities, types and sizes are accurately shown.

G. ADDITIONAL SERVICES

Services that may be required in the future for the project completion, but are not included in this scope of services, can be performed by DLZ upon execution of a supplemental agreement. These services include:

1. Traffic data and traffic capacity analysis (level of service and operational analyses)
2. Crash data and analysis.
3. Geotechnical Investigation, Design beyond Stage 1 and Construction documents.
4. Any permits.
5. Public Meetings.
6. Wetland delineation or any services related to waterways or wetlands.
7. Stakeholder Meetings and or Public Information Meeting beyond those defined in this supplement.
8. Location Control Route Survey Plat.
9. Right of Way Engineering and acquisition services, including but not limited to staking, R/W plans, plats, abstracting, appraisal, review appraisal and buying.
10. Construction observation or inspection.
11. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project.
12. Investigations and studies involving, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist the Client in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Client.
13. Lighting Design.
14. Landscaping including "green" design elements such as plantings, pervious pavers, rain gardens and a concrete pavement design.

15. Concrete and asphalt pavement design options and comparison.
16. Drainage detention or off-site drainage design.
17. Any additional environmental documentation other than the services stated in this agreement.
18. Furnishing services of independent professional associates and consultants.
19. Assistance in connection with bid advertisement, bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services. Preparation of revised bid documents for re-bidding in the event that bids as received are rejected.
20. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the project.

II. DELIVERABLES SECTION OF EXHIBIT "A" IS REVISED TO READ AS FOLLOWS:

DLZ shall deliver to the Client the following deliverables:

1. Three (3) copies of the PER.
2. One (1) electronic copy of the PER in a "*.pdf" format.
3. ***Stage 1 Plans and Opinion of Probable Construction Cost.***

III. SCHEDULE SECTION OF EXHIBIT "A" IS REVISED TO READ AS FOLLOWS:

1. Field Survey – 60 days after Notice to Proceed.
2. ***Preliminary Engineer's Report (PER) – 60 days after approval on the proposed design alternative from the Client.***
3. ***Stage 1 Plans (approx. 25%) – 120 days after Notice to Proceed for this Supplemental Agreement or approval of the PER by the City, whichever is later.***

IV. EXHIBIT "B" IS DELETED AND REPLACED AS FOLLOWS

In consideration for the scope of services stated in Exhibit A, DLZ requests to be compensated on a Lump Sum basis as follows:

DESCRIPTION	FEE
Topographic Survey	\$26,000.00
Preliminary Engineer's Report (PER)	\$30,000.00
Red Flag Investigation Document	\$4,000.00
<i>Project Management</i>	<i>\$3,000.00</i>
<i>Roadway Plan Preparation and Design (Thru Stage 1 Only, approx. 25% design plans)</i>	<i>\$40,000.00</i>
<i>Kitchen Table Meetings/Property Owner Meetings (Assume Two Meetings @ \$3,500 each)</i>	<i>\$7,000.00</i>
<i>TOTAL (Lump Sum)</i>	<i>\$110,000.00</i>

V. AMENDMENT

Except as herein modified, changed and supplemented, all terms of the original engineering agreement, dated December 17, 2014 shall continue in full force and effect. This Supplemental Agreement No. 1 increases the total contract fee of \$60,000.00 by \$50,000.00 to \$110,000.00.

In Witness Whereof, DLZ and the Client have, through duly authorized representatives, entered into this **Supplemental Agreement No. 1**. The parties having read and understand the forgoing terms of this **Supplemental Agreement No. 1**, do by their respective signatures dated below

**CITY OF WEST LAFAYETTE, INDIANA
REDEVELOPMENT COMMISSION**

DLZ INDIANA, LLC

By: _____
Lawrence T. Oates, President

By:  _____
Gary K. Fisk, P.E., Vice President

(Date)

 _____
(Date)

Stephen B. Curtis, Secretary

(Date)