

AMENDMENT NO. 3

This Amendment is made and entered into by and between the City of West Lafayette, hereinafter referred to as the LOCAL PUBLIC AGENCY, and American Structurepoint, Inc., hereinafter referred to as the CONSULTANT.

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did, on December 11, 2007, enter into an agreement for engineering services for Yeager Road reconstruction from Northwestern Avenue (US 231) to Sagamore Parkway West (US 52) Des. No. 0600696; and

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did, on April 21, 2009, enter into Amendment No. 1 to provide roundabout design, utility relocation, and right-of-way services; and on December 14, 2009, enter into Amendment No. 2 to provide land acquisition management services; and

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to provide additional professional services for roadway lighting design; and

WHEREAS, in order to provide for completion of the services it is necessary to amend and supplement said Agreement.

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

1. Revise Appendix "A" as follows.
Add Item R to read as follows:
 - R. The CONSULTANT is to perform roadway lighting design for the roundabout intersection of Yeager Road and Northwestern Avenue in accordance with *The INDOT Design Manual*, Chapter 78, and the Illuminating Engineers Society of North America (IESNA) *Design Guide for Roundabout Lighting*, DG-20-09.
2. Appendix "D" Paragraph A.5 is added to read as follows:
 5. The CONSULTANT shall be compensated for the following services to be performed under this Agreement on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed \$19,800 unless approved in writing by the LOCAL PUBLIC AGENCY.
 - a. Highway Lighting Design \$19,800
3. ENGINEER shall be compensated for services performed under this Amendment No. 3 as specified in Section IV of the Prime Agreement.
4. The total amount of compensation under this Amendment No. 3 shall not exceed \$19,800.
5. The total amount of compensation under the Prime Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 shall not exceed \$445,065.
6. Except as herein or previously modified, changed, and supplemented, all terms of the Agreement shall continue in full force and effect.
7. This Amendment No. 3 is effective on the date of execution by the latest required signature.

