

AMENDMENT NO. 4 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: June 12, 2013
- b. Owner: The Redevelopment Commission for the City of West Lafayette
- c. Engineer: American Structurepoint, Inc.
- d. Project: Cumberland Avenue, Phase III

2. Nature of Amendment

- Modifications to Engineer's Scope of Services
- Modifications to Payment to Engineer

3. Description of Modifications

a. Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the latest required signature below.

OWNER:
The Redevelopment Commission for the City of West Lafayette

ENGINEER:
American Structurepoint, Inc.

By: _____

By:  _____

Title: Lawrence T. Oates, President

Title: Willis R. Conner, President

By: _____

Date Signed: 3-4-2014

Title: Stephen B. Curtis, Secretary

Date Signed: _____

Modifications

1. Subconsultant shall perform the following Additional Services:

A. Paragraph P of Appendix A is revised to read as follows:

P. Construction Inspection Services

1. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
2. The Engineer shall provide construction observation and inspection services for construction of the Project in conformance with accepted standards for these services.

a. ENGINEERING PERSONNEL

- i) For the fulfillment of all services outlined in Section 2 below, the Engineer will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.
- ii) The qualifications and experiences of personnel provided by the Engineer are subject to approval by the Owner, and no personnel will be assigned to the project until the Owner's approval is obtained.
- iii) The full-time Resident Project Representative will report to the Owner on all matters concerning contract compliance and administration.
- iv) The full-time Resident Project Representative will coordinate project activities with Owner's project manager.

b. DESCRIPTION OF SERVICES

- i) Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the Owner concerning the schedule's acceptability.
- ii) Conferences: Schedule, conduct, notify participants, and provide minutes of pre-construction meetings, partnering meetings, progress meetings, and such other job

conferences as required for the timely and acceptable conduct of the job. Attend public information meetings conducted by the Owner.

The Engineer shall be available for conferences as requested by the Owner to review working details of the project. The Owner may review and inspect the activities whenever desired during the life of the agreement.

- iii) Liaison: Serve as the Owner's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the Owner
- iv) Cooperate with the Owner in dealing with various federal, state, and local agencies having jurisdiction over the project.
- v) Obtain from the Contractor a list of his proposed suppliers and subcontractors.
- vi) Obtain from the Contractor additional details or information when needed at the job site for proper execution of the work.
- vii) Certification of Materials: Check for completeness of certifications of materials delivered to the site.
- viii) Shop Drawings
 - a) Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
 - b) Review the approved shop falsework drawings, specifications, and other submissions; record receipt of this data; maintain a file of all drawings and submissions; and check construction for compliance in accordance with the Contract Documents.
 - c) Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Owner when it is necessary to disapprove work as failing to conform to the Contract Documents.
- ix) Review of Work, Inspection, and Tests
 - a) Conduct on-site inspections of the work in progress for the Owner as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b) Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the Owner.

- c) Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor
 - d) Review the Contractor's test/certification results and the Owner's independent assurance tests for accuracy and retain in the project file.
 - e) Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
- x) Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Owner.
- xi) Records
- a) Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents (including all addenda, change orders, and additional drawings subsequent to the award of the Contract), progress reports, and other project related documents.
 - b) Keep a diary or logbook recording hours on the job site, weather conditions, a list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the Owner.
 - c) Maintain for the Owner a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - d) Maintain a set of drawings on which authorized changes are noted and deliver to the Owner upon request, but in any event, at the completion of the project.
 - e) Prepare the Final Construction Record and Final Estimate as required by the Owner.
- xii) Reports: Furnish to the Owner at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- xiii) Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Owner for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
- xiv) Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and for the maintenance of appropriate records related to the construction of this project.
- xv) Work Schedule and Suspension: The Engineer's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the Owner. If work on the construction project is suspended and all

matters concerning contract compliance and administration are complete, the services of the Engineer may also be suspended without cost to the project.

xvi) Contract Administration: The Engineer will administer the contract in accordance with Owner's procedures.

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Consultant the following additional or modified compensation:

A. Item 7 of Appendix D, Paragraph A is amended to read as follows:

7. The Engineer's compensation for construction inspection services performed under this Agreement will be equal to the cumulative hours charged to the Project by each class of Engineer's employees times the hourly rates shown in Exhibit 4 for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any, not to exceed **\$583,871.68**, unless approved in writing in advance by the Owner.

a. The not-to-exceed amount for construction inspection services performed in 2014 is \$249,597.60.

b. The not-to-exceed amount for construction inspection services performed in 2015 is \$334,274.08

B. Engineer's total fee under the Agreement and Amendments 1 through 4 is increased by \$583,871.68 from \$549,215 to \$1,133,086.68.

C. Exhibit 4 is attached hereto and incorporated herein.

3. The schedule for rendering services is modified as follows:

A. The assumed duration of construction phase services is 71 weeks. If additional construction inspection services are required, they will be performed as an additional service.

Exhibit 4

**2014 INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of West Lafayette
DESCRIPTION: Cumberland Road Reconstruction
Phase III
LETTING: June 2, 2014 Anticipated
NOTICE TO PROCEED: June 23, 2014 Anticipated
COMPLETION DATE: July 31, 2015 Anticipated

UTILITY RELOCATION:	3/31/2014	to	6/6/2014	=	10.00 weeks
PRECONSTRUCTION ACTIVITIES:	6/9/2014	to	6/20/2014	=	2.00 weeks
CONSTRUCTION ACTIVITIES:	6/23/2014	to	12/31/2014	=	24.60 weeks*
POST-CONSTRUCTION ACTIVITIES:		to		=	<u> </u> weeks
					36.60 weeks

*assume 3 weeks adverse weather

Exhibit 4

LABOR

SENIOR ENGINEER:

Regular time: 24.60 weeks @ 1 hours/week = 25 hours

PROJECT MANAGER TOTAL HOURS = 25 hours

PROJECT MANAGER:

Regular time: 24.60 weeks @ 4 hours/week = 98 hours

PROJECT MANAGER TOTAL HOURS = 98 hours

PROJECT SUPERVISOR(S)

Utility Relocations (assume 0 RPR needed):

Regular Time: 10.00 weeks @ - hours/week = - hours

Preconstruction Activities: (assume 1 RPR needed):

Regular Time: 2.00 weeks @ 40 hours/week = 80 hours

Construction Activities: (assume 1 RPR's throughout project):

Regular Time: 24.60 weeks @ 40 hours/week = 984 hours

Overtime (assume 15%) 984 @ 15% = 147.60 hours

Post-Construction Activities: (assume 0 RPR needed):

Regular Time: 0.00 weeks @ - hours/week = - hours

INSPECTOR(S) TOTAL REGULAR HOURS = 1,064 hours
INSPECTOR(S) TOTAL OVERTIME HOURS = 148 hours

INSPECTOR(S):

Utility Relocations (assume 0.5 inspector needed):

Regular Time: 10.00 weeks @ 20 hours/week = 200 hours

Construction Activities: (assume 1 inspector(s) needed periodically):

Regular Time: 24.60 weeks @ 40 hours/week = 984 hours

Overtime (assume 15%) 984 @ 15% = 148 hours

Post-Construction Activities: (assume 0 inspector(s) needed):

Regular Time: 0.00 weeks @ - hours/week = - hours

INSPECTOR(S) TOTAL REGULAR HOURS = 1,184 hours
INSPECTOR(S) TOTAL OVERTIME HOURS = 148 hours

EXPENSES

Mileage:
 Project Manager 24.60 weeks @ 40 miles/week = 984 miles
 Project Engineer/Supervisor 26.60 weeks @ 40 miles/week = 1,064 miles
 Inspector(s) 29.60 weeks @ 40 miles/week = 1,184 miles
 Intern(s) 0.00 weeks @ 40 miles/week = - miles

TOTAL MILEAGE = 3,232 miles

Exhibit 4

**2014 INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of West Lafayette
DESCRIPTION: Cumberland Road Reconstruction
Phase III

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Sr. Engineer	\$ 145.00	25	\$ 3,567.00
Project Manager	\$ 100.00	98	\$ 9,840.00
Project Engineer/Supervisor (Regular)	\$ 100.00	1,064	\$ 106,400.00
Project Engineer/Supervisor (Overtime)	\$ 115.00	148	\$ 16,974.00
Inspector(s) (Regular)	\$ 82.00	1,184	\$ 97,088.00
Inspector(s) (Overtime)	\$ 94.30	148	\$ 13,918.68
Intern(s) (Regular)	\$ 60.00	-	\$ -
Intern(s) (Overtime)	\$ 69.00	-	\$ -
Mileage	\$ 0.560	3,232	\$ 1,809.92

TOTAL INSPECTION FEE 2014 \$ 249,597.60

Total CI Fee (2014+2015)	583,871.68
Construction Cost	\$ 4,671,297.24
% Construction	12.50%

Exhibit 4

**2015 INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of West Lafayette

DESCRIPTION: Cumberland Road Reconstruction
Phase III

LETTING: June 2, 2014 Anticipated

NOTICE TO PROCEED: June 23, 2014 Anticipated

COMPLETION DATE: July 31, 2015 Anticipated

UTILITY RELOCATION: to = 0.00 weeks

PRECONSTRUCTION ACTIVITIES: to = 0.00 weeks

CONSTRUCTION ACTIVITIES: 1/1/2015 to 7/31/2015 = 27.40 weeks*

POST-CONSTRUCTION ACTIVITIES: 8/1/2015 to 9/15/2015 = 6.40 weeks

*assume 3 weeks adverse weather

33.80 weeks

Exhibit 4

LABOR

SENIOR ENGINEER:

Regular time:	27.40 weeks	@	1 hours/week	=	<u>27 hours</u>
PROJECT MANAGER TOTAL HOURS				=	27 hours

PROJECT MANAGER:

Regular time:	33.80 weeks	@	4 hours/week	=	<u>135 hours</u>
PROJECT MANAGER TOTAL HOURS				=	135 hours

PROJECT SUPERVISOR(S)

Construction Activities: (assume 1 RPR's throughout project):

Regular Time:	27.40 weeks	@	40 hours/week	=	1,096 hours
Overtime (assume 15%)	1,096	@	15%	=	164 hours

Post-Construction Activities: (assume 1 RPR needed):

Regular Time:	6.40 weeks	@	40 hours/week	=	<u>256 hours</u>
INSPECTOR(S) TOTAL REGULAR HOURS				=	1,352 hours
INSPECTOR(S) TOTAL OVERTIME HOURS				=	164 hours

INSPECTOR(S):

Construction Activities: (assume 1 inspector(s) needed periodically):

Regular Time:	27.40 weeks	@	40 hours/week	=	1,096 hours
Overtime (assume 15%)	1,096	@	15%	=	164 hours

Post-Construction Activities: (assume 1 inspector(s) needed):

Regular Time:	6.40 weeks	@	40 hours/week	=	<u>256 hours</u>
INSPECTOR(S) TOTAL REGULAR HOURS				=	1,352 hours
INSPECTOR(S) TOTAL OVERTIME HOURS				=	164 hours

INTERN(S):

Construction Activities: (assume 1 inspector(s) needed periodically):

Regular Time:	12.00 weeks	@	40 hours/week	=	480 hours
Overtime (assume 15%)	480	@	15%	=	72 hours

INTERN(S) TOTAL REGULAR HOURS				=	480 hours
INTERN(S) TOTAL OVERTIME HOURS				=	72 hours

EXPENSES

Mileage:					
Project Manager	33.80 weeks	@	40 miles/week	=	1,352 miles
Project Engineer/Supervisor	33.80 weeks	@	40 miles/week	=	1,352 miles
Inspector(s)	33.80 weeks	@	40 miles/week	=	1,352 miles
Intern(s)	12.00 weeks	@	40 miles/week	=	<u>480 miles</u>
TOTAL MILEAGE				=	4,536 miles

Exhibit 4

**2015 INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of West Lafayette
DESCRIPTION: Cumberland Road Reconstruction
Phase III

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Sr. Engineer	\$ 145.00	27	\$ 3,973.00
Project Manager	\$ 100.00	135	\$ 13,520.00
Project Engineer/Supervisor (Regular)	\$ 100.00	1,352	\$ 135,200.00
Project Engineer/Supervisor (Overtime)	\$ 115.00	164	\$ 18,906.00
Inspector(s) (Regular)	\$ 82.00	1,352	\$ 110,864.00
Inspector(s) (Overtime)	\$ 94.30	164	\$ 15,502.92
Intern(s) (Regular)	\$ 60.00	480	\$ 28,800.00
Intern(s) (Overtime)	\$ 69.00	72	\$ 4,968.00
Mileage	\$ 0.560	4,536	<u>\$ 2,540.16</u>

TOTAL INSPECTION FEE 2015 \$ 334,274.08

Total CI Fee (2014+2015)	\$ 583,871.68
Construction Cost	\$ 4,671,297.24
% Construction	12.50%