

## SUPPLEMENTAL AGREEMENT NO. 1

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the REDEVELOPMENT COMMISSION for the CITY OF WEST LAFAYETTE, INDIANA, Morton Community Center, 222 Chauncey Avenue, West Lafayette, Indiana 47906, hereinafter called the **OWNER** and BUTLER, FAIRMAN and SEUFERT, INC., 8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana 46240, hereinafter called the **ENGINEER**.

### WITNESSETH

**WHEREAS**, on September 16<sup>th</sup>, 2015, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Documents for the construction of **CSO Relief Interceptor – River Road Improvements** (hereinafter referred to as the “Original Agreement”).

**WHEREAS**, it has been determined by the **OWNER** and the **ENGINEER** that the following amendments and additions to services in the Original Agreement are required in order to complete the project:

#### A. SCOPE OF WORK:

1. Pedestrian and Bicycle Facilities Minimal Connectivity Concept and Additional Landscape Design Services
  - a. The ENGINEER’s landscape architectural sub consultant will prepare client requested modifications of pedestrian and bicycle facilities along River Road between Ahlers Drive and Quincy Street. Exhibits shall be prepared for a design concept to improve and enhance safety, connectivity and aesthetics of sidewalks, bike lanes and multi-use trails along River Road within the project limits and presented to the OWNER. The resulting proposed improvements will create new green space which will allow additional landscape materials to be installed. The sub consultant shall also prepare plans for construction of the additional landscape materials.
2. Project Wide Utility Coordination and Subsurface Utility Engineering Coordination
  - a. The scope of Utility Coordination in the Original Agreement is to cover the roadway and storm sewer. It was determined that Subsurface Utility Engineering (SUE) is needed for the entire project and Utility Coordination (UC) is needed for the CSO relief interceptor being designed by others. The ENGINEER shall provide Subsurface Utility Engineering and Utility Coordination Services, including but not limited to:
    - i. Initial coordination
    - ii. Field meetings with utilities
    - iii. Verification of existing facilities
    - iv. SUE coordination

- v. Conflict analysis
- vi. Work plan development
- vii. Utility relocation coordination

3. On-Call Utility Coordination Services Throughout Construction

- a. The ENGINEER shall provide on-call utility coordination services for utility relocations throughout construction on an hourly fee, not to exceed basis.

4. Survey Data Collection and Office Processing of SUE Locations

- a. The ENGINEER shall provide survey data collection and processing for information collected from SUE utility excavation activities for incorporation into construction documents to identify utility conflicts with proposed construction.

5. SUE - Utility Excavation Services

- a. The ENGINEER shall provide SUE underground locating services (potholing) using Blood Hound, Inc. as a sub consultant. The sub consultant shall:
  - i. Designate underground utilities
  - ii. Vacuum excavate
  - iii. Document findings of potholed utilities
  - iv. Backfill excavated holes and repair pavement in roadway
  - v. Provide traffic control

6. Revisions to Reduce Proposed Right-of-Way

- a. The ENGINEER shall revise Right-of-Way (R/W) documents for select parcels to reduce the area of proposed temporary R/W required for construction activities. The reductions in required temporary R/W areas was identified through the value engineering process with the Guaranteed Savings Contract team after R/W Engineering was completed. The cost for temporary R/W needed for the project will be a reduced by approximately \$250,000 as a result of the revisions to proposed R/W.

**B. COMPENSATION:**

**NOW, THEREFORE**, the parties agree that the Original Agreement be further modified by this Supplemental Agreement No. 1; therefore, the compensation for these services shall increase the total not to exceed compensation by \$77,426.96 from \$472,500.00 to an amount not-to-exceed \$549,926.96. A summary of fees is noted as follows:

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**CSO Relief Interceptor – River Road Improvements**

**SUMMARY OF SUPPLEMENTED FEE SCHEDULE**

<b><u>Scope of Work</u></b>	<b><u>Original Agreement</u></b>	<b><u>Supplemental No. 1</u></b>	<b><u>Total</u></b>
Survey Coordination	\$10,500.00		\$10,500.00
Design and Plan Development Services	\$402,000.00		\$402,000.00
Coordination and Revision of GSC Project After 90% Design Submittal, GSC Award and State Street Corridor P3 Developer Selection	\$60,000.00		\$60,000.00
Pedestrian and Bicycle Facilities Minimal Connectivity Concept and Additional Landscape Design Services		\$6,400.00	\$6,400.00
Project Wide Utility Coordination and Subsurface Utility Engineering Coordination		\$6,300.00	\$6,300.00
On-Call Utility Coordination Services Throughout Construction (*)		\$5,500.00	\$5,500.00
Survey Data Collection and Office Processing of SUE Locations		\$2,500.00	\$2,500.00
SUE - Utility Excavation Services		\$51,126.96	\$51,126.96
Revisions to Reduce Proposed Right-of-Way		\$5,600.00	\$5,600.00
<b>TOTAL</b>	<b>\$472,500.00</b>	<b>\$77,426.96</b>	<b>\$549,926.96</b>

(\*) hourly fee not to exceed

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1.

**ENGINEER:**

BUTLER, FAIRMAN and SEUFERT, INC.

  
\_\_\_\_\_  
Michael A. Smith  
Executive Vice President

**OWNER:**

REDEVELOPMENT COMMISSION FOR  
CITY OF WEST LAFAYETTE, INDIANA

\_\_\_\_\_  
Lawrence T. Oates, President

**ATTEST:**

\_\_\_\_\_  
Stephen B. Curtis, Secretary