

## 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. Construction Management Services

###### Engineering Personnel

The **ENGINEER** will furnish a Dedicated Project Representative to act as an extension of the **OWNER**'s Engineering staff for the period of time as noted below in Section B - SCHEDULE.

The qualifications and experiences of personnel provided by the **ENGINEER** are subject to approval by **OWNER**. No personnel will be assigned to the project until **OWNER** approval is obtained. Dave Garwood, P.E. is the proposed Dedicated Project Representative.

The Dedicated Project Representative will coordinate project activities with the West Lafayette City Engineer.

##### 2. Construction Inspection and Observation Services

###### Engineering Personnel

For the fulfillment of all services outlined below, the **ENGINEER** will provide a Project Supervisor as required for a period of time necessary to complete the construction project and final construction documents.

The qualifications and experiences of personnel provided by the **ENGINEER** are subject to approval by City of West Lafayette (**OWNER**). No personnel will be assigned to the project until **OWNER** approval is obtained.

The Project Supervisor will coordinate project activities with the **OWNER**'s Project Coordinator.

### Description of Services

- a. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the **OWNER** detailed documentation concerning its acceptability.
- b. Conferences: Attend pre-construction conferences as directed by the **OWNER**, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the **OWNER** for notification to those who are expected to attend. Record for the **OWNER**, as directed, minutes of such meetings. 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.
- c. 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.
- d. Cooperate with the **OWNER** in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
- e. Assist the **OWNER** in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
- f. Assist the **OWNER** in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
- g. Equipment: Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
- h. Samples: Obtain field samples of materials delivered to the site as required and deliver such samples to the appropriate laboratory office.
- i. Shop Drawings:
  - 1) Receive shop drawings and falsework drawings. Check for completeness and then forward to design personnel for approval.
  - 2) Review approved shop and 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.
  - 3) Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the **OWNER** and when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
- j. Review of Work, Inspection and Tests:
  - 1) Conduct on-site inspections for the **OWNER** of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.

2) Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana Department of Transportation Construction Manual and in accordance with current accepted practices.

3) Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the **OWNER**.

4) Verify that required testing has been accomplished.

k. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings, specifications, or the work and report them with recommendations to the **OWNER**.

l. Records:

1) 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.

2) Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the **OWNER**.

3) Maintain for the **OWNER**, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.

4) 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.

5) Prepare the Final Construction Record and Final Estimate as required by the **OWNER**.

m. 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.

n. 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.

o. Project Responsibility: The Project Supervisor will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

p. Work Schedule and Suspension: The **ENGINEER's** crew will be required to regulate their work week to conform to the contractor's hours. 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.

q. Contract Administration: The **ENGINEER** will administer the contract in accordance with Indiana Department of Transportation's procedures.

r. Conflict of Interest: The **ENGINEER** acknowledges and agrees that the **ENGINEER**, a firm associated with the **ENGINEER** or an individual associated with the **ENGINEER** cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project without approval from the **OWNER**. For purposes of this section a firm is associated with the **ENGINEER** if the firm and **ENGINEER** have a common director, common officer or a common **OWNER**. For purposes of this section an individual is associated with the **ENGINEER** if the individual is an employee of the **ENGINEER** or an employee of a firm associated with the **ENGINEER**.

## B. SCHEDULE

The anticipated schedule for construction on this project is March 1, 2016 through December 31, 2016 for Substantial Completion. An increase in contract time may require an increase in inspection fee.

## C. 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 \$496,000.00 from \$472,500.00 to an amount not-to-exceed \$968,500.00. A summary of fees is noted as follows:

**SUPPLEMENTAL AGREEMENT NO. 1**

**CSO Relief Interceptor – River Road Improvements**

**SUMMARY OF SUPPLEMENTED FEE SCHEDULE**

<u>Scope of Work</u>	<u>Original Agreement</u>	<u>Supplemental No. 1</u>	<u>Total</u>
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
Construction Management Representative –100% Dedicated, March 1, 2016 – July 1, 2016 (4 months @ \$36,900/ month)		\$147,600.00	\$147,600.00
Construction Management Representative – 3 days per week July 5, 2016 – September 2, 2016 (9 weeks @ \$5,100/ week)		\$45,900.00	\$45,900.00
Construction Management Representative – 2 days per week September 5, 2016 – December 30, 2016 (17 weeks @ \$3,400/ week)		\$57,800.00	\$57,800.00
Construction Inspection and Observation Services *		\$244,700.00	\$244,700.00
<b>TOTAL</b>	<b>\$472,500.00</b>	<b>\$496,000.00</b>	<b>\$968,500.00</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

UPDATED APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rate</u>
E-V	Engineer V (Principal)	\$ 195.00
E-IV	Engineer IV	\$ 184.00
E-III	Engineer III	\$ 154.00
E-II	Engineer II	\$ 117.00
E-I	Engineer I	\$ 82.00
FP-IV	Field Personnel IV (Project Coordinator)	\$ 156.00
FP-III	Field Personnel III	\$ 132.00
FP-II	Field Personnel II	\$ 100.00
FP-I	Field Personnel I	\$ 82.00
EA-III	Engineer's Assistant III	\$ 160.00
EA-II	Engineer's Assistant II	\$ 122.00
EA-I	Engineer's Assistant I	\$ 92.00
SP-I	Support Personnel I	\$ 65.00
C-II	Clerical II	\$ 100.00
C-I	Clerical I	\$ 65.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 107.00
P-I	Planner/Environmental Specialist I	\$ 82.00

The billing rates are effective January 2016 and may be adjusted annually (beginning January 2017) to reflect changes in the compensation payable to the **ENGINEER**.