

## 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 June 17<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 **P3 Assistance for State Street and Perimeter Parkway** (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:

This Supplemental Agreement Number 1 transfers available unused funds from the On-Call Other Project Assistance item to fund the Dedicated Project Representative item through the anticipated conclusion of work under the original scope of work at the end of February. There is no resulting change to the original contract amount from this supplement.

#### B. COMPENSATION:

**NOW, THEREFORE**, the parties agree that the Original Agreement be further modified by this Supplemental Agreement No. 1; therefore, a transfer of funds between items within the original agreement is required, but no change in compensation is required to the original compensation, not-to-exceed total amount of \$360,000.00. A summary of fees is noted as follows:

**SUPPLEMENTAL AGREEMENT NO. 1**

**P3 Assistance for State Street and Perimeter Parkway**

**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>
On-Call CSO Assistance *	\$37,500.00		\$37,500.00
On-Call Other Project Assistance *	\$37,500.00	(\$12,400.00)	\$25,100.00
Dedicated Project Representative – 2 days per week (4 weeks @ \$3,400/ week)	\$13,600.00		\$13,600.00
Dedicated Project Representative – 3 days per week (5 weeks @ \$5,100/ week)	\$25,500.00		\$25,500.00
Dedicated Project Representative – 100% Dedicated (August 2015- February 2016; 7 @ \$36,900/ month)	\$245,900.00	\$12,400.00	\$258,300.00
<b>TOTAL</b>	<b>\$360,000.00</b>	<b>\$0.00</b>	<b>\$360,000.00</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

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Lawrence T. Oates, President

**ATTEST:**

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Stephen B. Curtis, Secretary