SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2014, by and between CITY OF WEST LAFAYETTE, INDIANA, BOARD OF PUBLIC WORKS AND SAFETY, 600 West Navajo Street, 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 November 14, 2012, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Documents for the construction of **HSIP Pedestrian Crosswalks** (hereinafter referred to as the "Original Agreement").

WHEREAS, it has been determined by the **OWNER** and the **ENGINEER** through the Conceptual Design Phase 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. Expanded Scope for Road Design - Develop design plans, quantities, special provisions and cost estimate for an expanded scope from original crosswalk locations, to include:
    a. At Tapawingo Drive:
        i. Extended raised center median with decorative concrete and trees wells
        ii. Pavement milling and asphalt overlay
        iii. Pedestrian curb ramps and Accessible Pedestrian Signal (APS) pushbuttons at the intersection of State Street
        iv. Additional pavement marking and signage
    b. At Salisbury Street:
        i. Landscaping in raised center median
        ii. Speed display feedback sign

2. Construction Inspection for Expanded Scope – Provide construction inspection services for the Expanded Scope for Road Design. The amount for construction inspection is estimated based on 15% of the Construction Estimate.

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 $67,025.00 from $74,850.00 to an amount not-to-exceed $141,875.00. A summary of fees is noted as follows:

SUPPLEMENTAL AGREEMENT NO. 1

HSIP Pedestrian Crosswalks

SUMMARY OF SUPPLEMENTED FEE SCHEDULE

Scope of Work	Original Agreement	Supplemental No. 1	Total
Field Survey – West Lafayette	$2,000.00		
Field Survey - Dayton	$1,000.00		
Environmental Document – West Lafayette	$9,900.00		
Environmental Document - Dayton	$9,900.00		
Road Design and Plans – West Lafayette	$13,700.00		
Road Design and Plans - Dayton	$6,850.00		
Construction Inspection – West Lafayette	*$21,000.00		
Construction Inspection - Dayton	*$10,500.00		$74,850.00
Expanded Scope for Road Design – West Lafayette		$39,025.00	
Construction Inspection for Expanded Scope – West Lafayette		*$28,000.00	$67,025.00
TOTAL			$141,875.00

(*) 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:

CITY OF WEST LAFAYETTE, INDIANA
REDEVELOPMENT COMMISSION

Lawrence T. Oates, President

ATTEST:

Stephen B. Curtis, Secretary