

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of June, 2014, by and between the REDEVELOPMENT COMMISSION for the CITY OF WEST LAFAYETTE, INDIANA, 609 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 January 22nd, 2014, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Documents for the construction of **Northwestern Avenue Corridor Improvements Phase 3** (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. Corridor Survey and Field Data Collection – Phases 3 & 4

- a. The ENGINEER shall extend the previously collected Topographic Field Survey to encompass the area delineated in the attached Exhibit "A".
- b. Complete level circuit and Topographic Field Survey
- c. Topographic information will be collected within the proposed project limits to facilitate an accurate design and as a minimum the survey will include location of grade breaks, roads, drives, sidewalks, tree lines, mailboxes, face of buildings, fire hydrants, visible evidence of wells, overhead & buried utilities as marked by IUPPS, and storm & sanitary structures with depth measurements.
- d. The Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 and will be integrated with the United States Public Land System.
- e. Current ownership, addresses, approximate property line locations, and apparent street right-of-ways will be determined within the project limits.
- f. Underground utilities and features will be located based upon above ground markings provided by others. No independent investigation of subsurface features or environmental conditions will be performed.

2. Traffic Signal Warrant Reports

- a. Develop Traffic Signal Warrant Reports for the new traffic signals along Northwestern Avenue at:
 - i. Mid-block pedestrian crossing signal
 - ii. Dodge Street

3. Traffic Signal Timing Plans

- a. Develop Traffic Signal Timing Plans to accommodate the Northwestern Phase 3 Safety Improvements construction project. This includes retiming the signals during maintenance of traffic on an on-call basis for the OWNER, and immediately after construction is completed. The signals along Northwestern Avenue to be retimed are:
 - i. Grant Street
 - ii. Mid-Block pedestrian crossing signal
 - iii. Stadium Avenue
 - iv. Dodge Street

4. Design Phase and Plan Development Services

- a. Prepare Project Bid Documents for the Northwestern Avenue Phase 3 - Safety Improvements Project, which consists of median reconstruction, curb ramp replacements, decorative fence installation, decorative lighting, pavement markings, traffic signal modification at Stadium Avenue with new traffic and pedestrian signal equipment, new traffic signal installation at Dodge Street and new mid-block pedestrian crossing traffic signal at the Northwestern Avenue parking garage. Documents include the following:
 - i. Project plan sheets:
 1. Title and index
 2. Survey Control
 3. Typical Cross Sections
 4. Maintenance of Traffic
 5. Construction Details
 6. Miscellaneous Details
 7. Jointing Plan at Mid-Block Pedestrian Crossing
 8. Purdue Decorative Fence Plans and Details
 9. Traffic Signal Plans at Two Intersections
 10. Mid-Block Pedestrian Crossing Signal Plan
 11. Lighting/ Fiber Optic/ Irrigation Plan

12. Pavement Marking and Signage
13. Miscellaneous Tables

- ii. Project Manual:
 1. Instructions to Bidders
 2. Bid Package
 3. Award Package
 4. General Conditions
 5. Technical Specifications
- iii. Engineer's cost estimate

5. Bidding Assistance

- a. Prepare bid advertisement
- b. Prepare plan sets for sale and bid
- c. Conduct a pre-bid meeting for bid plan holders
- d. Answer bidders questions and issue addenda as required.
- e. Attend Bid Opening.
- f. Complete Bid Tabulation summarizing bid results.
- g. Review submitted bids.
- h. Prepare Engineer's recommendation letter.

6. Construction Inspection Services

Engineering Personnel

For the fulfillment of all services outlined in Section B below, the **ENGINEER** will provide a Project Manager, and a Resident Project Representative as required for a period of time necessary to complete the construction project and final construction report.

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 Resident Project Representative 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. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the **OWNER** by the fulltime Resident Project Representatives.

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 and/or specifications 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 Resident Project Representative 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. 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 \$351,000.00 from \$124,200.00 to an amount not-to-exceed \$475,200.00. A summary of fees is noted as follows:

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Northwestern Avenue Corridor Improvements Phase 3

SUMMARY OF SUPPLEMENTED FEE SCHEDULE

<u>Scope of Work</u>	<u>Original Agreement</u>	<u>Supplemental No. 1</u>	<u>Total</u>
Preliminary Survey and Field Data Collection	\$48,200.00		\$48,200.00
Corridor Master Plan	\$42,000.00	(\$-21,000.00)	\$21,000.00
Corridor Conceptual Design	\$34,000.00		\$34,000.00
Corridor Survey and Field Data Collection – Phases 3 & 4 (See Exhibit A)		\$133,800.00	\$133,800.00
Traffic Signal Warrant Reports		\$2,200.00	\$2,200.00
Traffic Signal Timing Plans (*)		\$15,000.00	\$15,000.00
Design Phase and Plan Development Services		\$84,400.00	\$84,400.00
Bidding Assistance		\$6,500.00	\$6,500.00
Construction Inspection (*)		\$130,100.00	\$130,100.00
TOTAL	\$124,200.00	\$351,000.00	\$475,200.00

(*) 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:

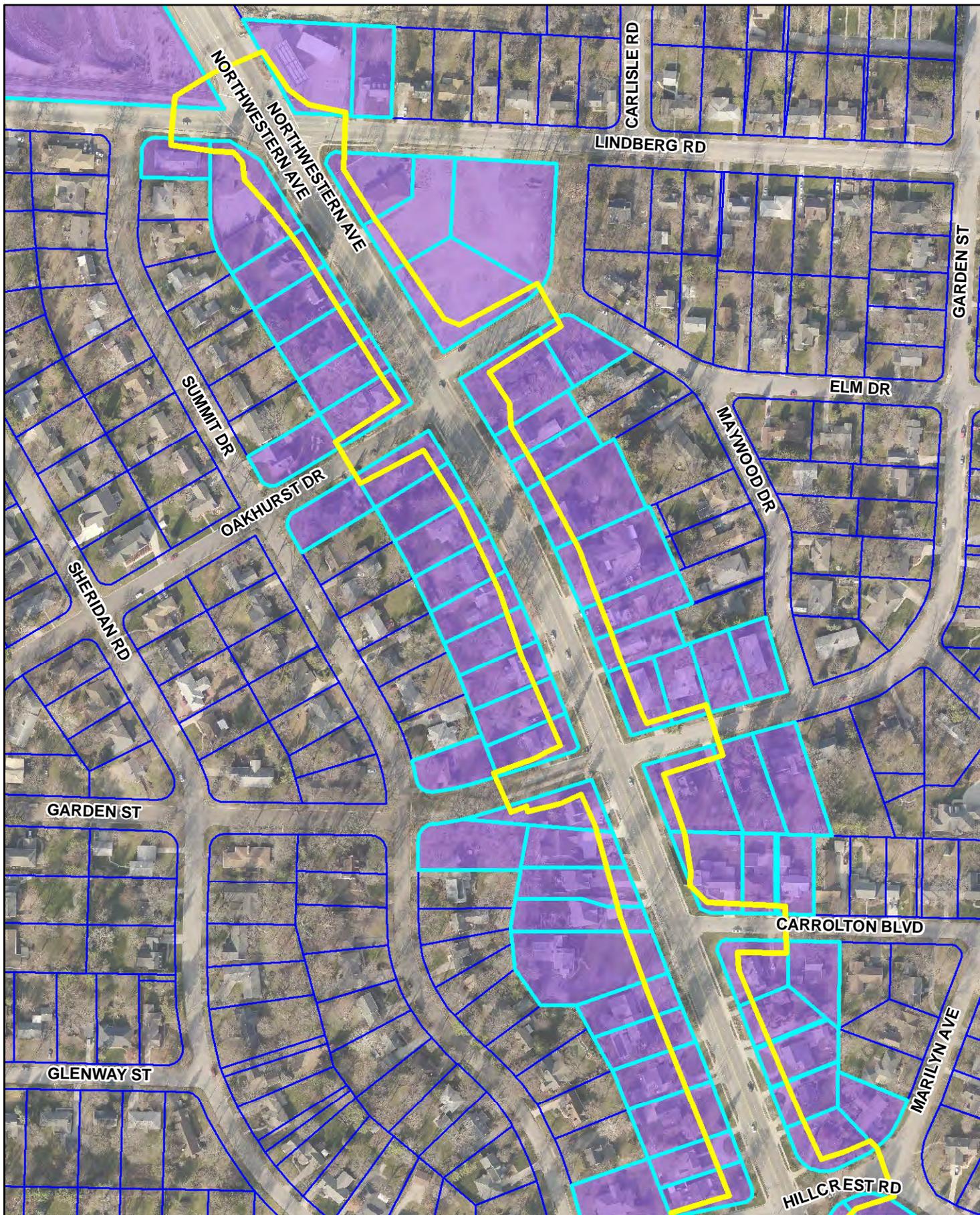
REDEVELOPMENT COMMISSION FOR
CITY OF WEST LAFAYETTE, INDIANA

Lawrence T. Oates, President

ATTEST:

Stephen B. Curtis, Secretary

EXHIBIT A



	Proposed Topo Limits
	Proposed Property & R/W Research

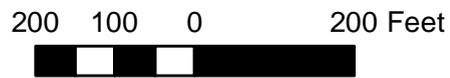
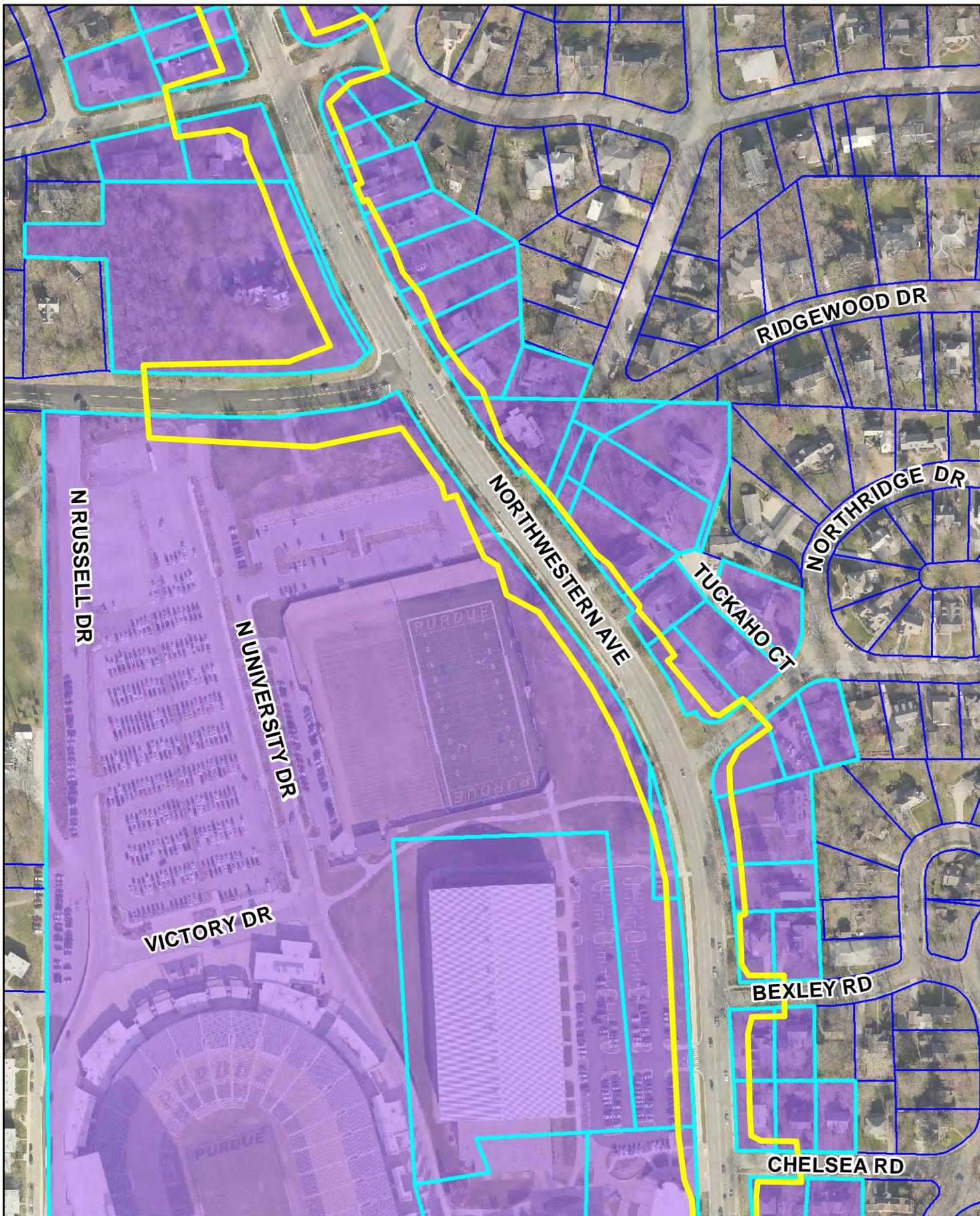


EXHIBIT A



	Proposed Topo Limits
	Proposed Property & R/W Research

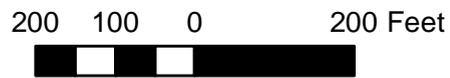
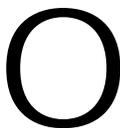
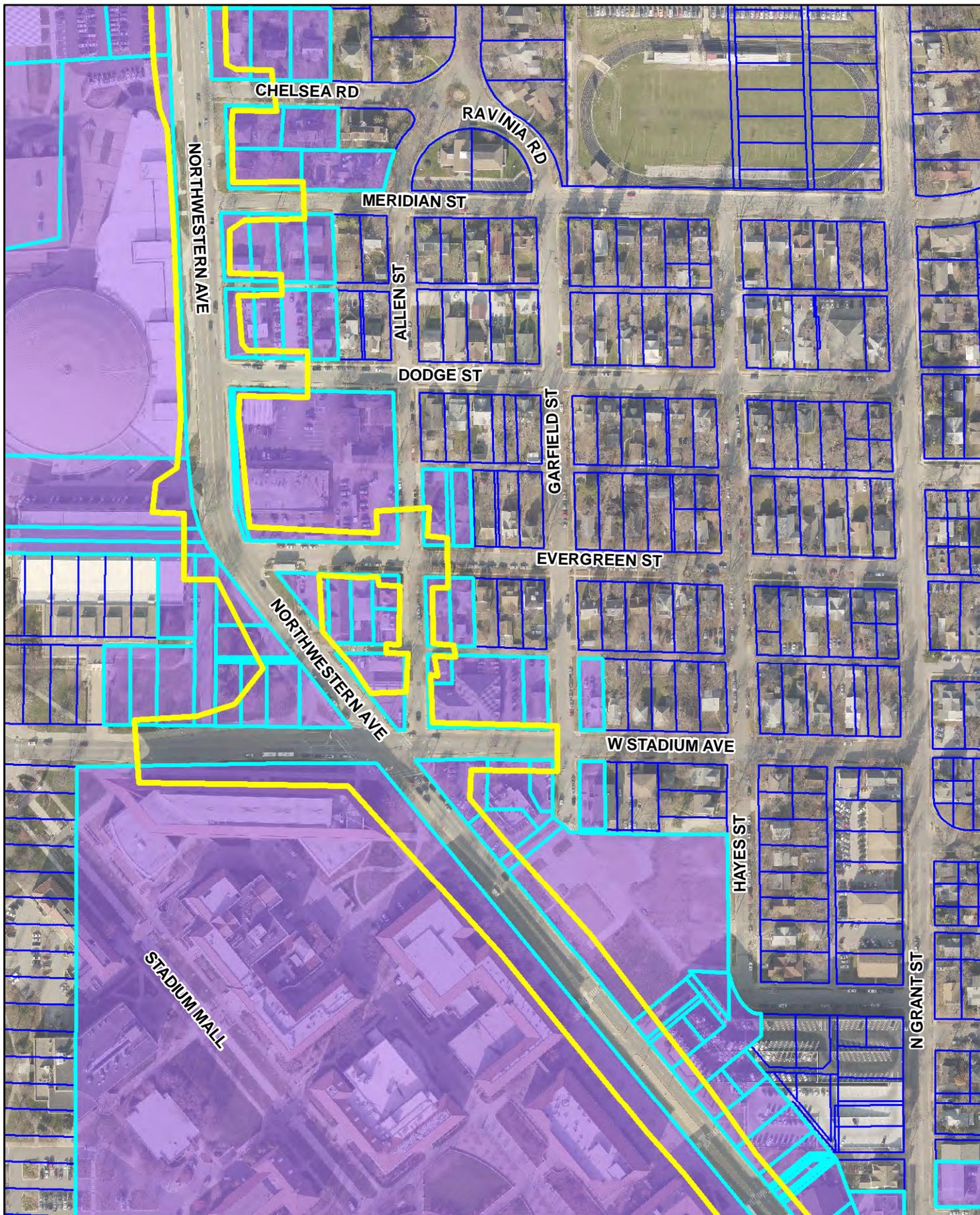


EXHIBIT A



Proposed Topo Limits
Proposed Property & R/W Research

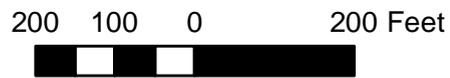
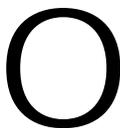


EXHIBIT A

