

SUPPLEMENTAL AGREEMENT NO. 2
City of Westfield
Ditch Road Extension From State Road 32 to Casey Road

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Westfield hereinafter referred to as the "**OWNER**", and Butler, Fairman and Seufert, Inc., of Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**ENGINEER**."

WITNESSETH

WHEREAS, on March 3, 2014 the **OWNER** entered into an Agreement with the **ENGINEER** for services required for the construction of Ditch Road Extension.

WHEREAS, the City desires to add a north bound turn lane on Ditch Road at SR 32 and possible right turn lanes on SR 32 at Ditch Road.

WHEREAS, it has been determined by the **OWNER** and the **ENGINEER** that the following amended and additional design services are beneficial to the overall project to achieve these tasks.

1. Perform necessary revisions to the Ditch Road Extension plans to add a north bound turn lane on Ditch Road at SR 32. Coordinate with INDOT on turn lane requirements on SR 32 and revise plans as needed.
 - a. Project Design
 - i. Typical Sections
 - ii. Plan Sheets
 - iii. Profile Grade
 - iv. Profile Sheets
 - v. Pavement Markings and Signage
 - vi. Cross Sections
 - vii. Update Tables
 - b. Traffic Analysis for turn lanes
 - c. Utility Coordination
 - d. INDOT Drive Permit
 - e. Rule 5 Permit
 - f. Contract Documents
 - g. Bidding Assistance

2. The **ENGINEER** shall provide **RIGHT-OF-WAY ENGINEERING** for the Ackerson Family Farms, LLC and Casey Wilson, LLC properties in accordance with the procedures and standards as indicated in the Indiana Department of Transportation,

Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:

- a. Provide a documented 20-year title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation, and provide legal descriptions and land plats for each parcel. The descriptions shall be prepared and certified by an Indiana Professional Surveyor.
 - b. Prepare Right-of-Way Plans
 - c. Provide parcel staking (1 time only).
 - d. Right-of-Way Management
3. The **ENGINEER** shall provide RIGHT-OF-WAY SERVICES for the Ackerson Family Farms, LLC and Casey Wilson, LLC properties in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, most recent edition of the Real Estate Department Manual including the following: Right-of-Way Engineering Procedures Manual including the following:
- a. Administering, scheduling and coordinating all activities necessary obtain entry to the right-of-way and that the project is clear for construction letting.
 - b. Meetings, conferences and communications with property owners, attorneys, engineers, appraisers, buyers, City of Westfield.
 - c. All reasonable services as required to secure all parcels based on the approved engineering design or to recommend to the City of Westfield that condemnation proceedings be filed.
 - d. The **ENGINEER** shall make arrangements for delivery of payment to each property owner.
 - e. Direct Cost expenses are those costs for partial mortgage release fees, recording fees, any appraisal cost-to-cure estimate fees and other charges charged to clear title of the property acquired.

WHEREAS, other additional services requested by the **OWNER** will be provided under the additional services portion of the agreement.

NOW, THEREFORE, to initiate the amended and additional design services for the project, the parties agree that the March 3, 2014, Agreement be modified by this Supplemental Agreement No. 2; therefore, the Lump Sum compensation for this work shall be increased by \$85,500.00 from \$ 350,130.00 to \$ 435,630.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

**CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.**



Signature
Bradley D. Watson, Executive, V.P.

**LOCAL PUBLIC AGENCY
THE BOARD OF PUBLIC WORKS AND
SAFETY FOR THE CITY OF WESTFIELD**

Signature
Mayor Andy Cook

Signature
Randy Graham

Signature
Kate Snedeker

Attest:



Signature
John L. Speidel, Jr., Client Services

Attest:

Signature
Cindy Gossard, Clerk Treasurer

APPENDIX "C"

SCHEDULE SUPPLEMENTAL AGREEMENT NO. 2:

The schedule for the revised scope items is as follows:

- | | |
|-------------------------------------|---|
| 1. Traffic Analysis | 30 days after NTP |
| 2. Field Check Plans | 45 days after INDOT coordination complete |
| 3. Right-of-Way Engineering | 30 days after Field Check |
| 4. Right-of Way Appraising | 45 days after Right-of-Way Engineering complete |
| 5. Right-of-Way Acquisition | 90 days from Right-of-Way Appraising complete |
| 6. Final Plans & Contract Documents | 120 days after Field Check |

APPENDIX "D"
COMPENSATION SUPPLEMENTAL AGREEMENT NO. 2

Amount of Payment

1. The **ENGINEER** shall receive as payment for the work described in Supplemental Agreement No. 2 the total fee not to exceed \$85,500.00 unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

<u>Design</u>	<u>Lump Sum Fee</u>
a.. Roadway Design	\$ 23,800.00
b. Traffic Analysis	\$ 5,000.00
c. Utility Coordination	\$ 4,600.00
d. INDOT Drive Permit	\$ 6,500.00
e. Rule 5 Permit	\$ 3,500.00
f. Contract Documents	\$ 5,100.00
g. Bidding Assistance	\$ 5,500.00
 SUBTOTAL	 <u>\$ 54,000.00</u>

<u>Right-of-Way Engineering</u>	<u>Lump Sum Fee</u>
a. T&E Reports, Legals, Land Plats	
i. Ackerson Family Farms, LLC	\$ 3,300.00
ii. Casey Wilson, LLC	\$ 1,600.00
b. R/W Plans	\$ 3,000.00
c. R/W Stake Out	\$ 3,200.00
 SUBTOTAL	 <u>\$ 11,100.00</u>

Right-of-Way Services

Unit Cost Fees

a. Appraisal Fee	\$1,800/Report @ 4 Reports	\$ 7,200.00
b. Buyer Fee	\$1,600/Parcel @ 2 Parcels	\$ 3,200.00
c. RW Management		\$ 1,000.00
d. Direct Expenses and Fees		\$ 1,500.00
SUBTOTAL		<u>\$ 12,900.00</u>

The OWNER agrees to compensate the ENGINEER for On-Call Additional Services on the basis of actual hours of work performed on the project. The CONSULTANT will be paid for the following work under additional services, or on a fixed fee basis, in accordance with the following schedule:

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|---|-------------|
| a. Potential on-call additional services required | \$ 7,500.00 |
| i. Pre-Construction/Partnering Preparation and Attendance | |
| ii. Utility Relocation Coordination after Tracing Submittal and thru Construction | |

TOTAL	<u>\$ 85,500.00</u>
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