

LPA – CONSULTING CONTRACT

Amendment #2

This supplemental contract is made and entered into this 29th day of October, 2019, by and between Vigo County, hereinafter referred to as the "LPA", and ROAW Corporation, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA July 14, 2017, entered into a contract, providing for the necessary services required in connection with Springhill Drive Phase II from 7th Street to Erie Canal Road, Des No. 1401314; and

WHEREAS, the Contract was amended April 2, 2019, to add archaeological services and additional right-of-way parcels; and

WHEREAS, three additional right-of-way parcels have been identified, and INDOT has increased the approved rates for appraisal problem analysis; and

WHEREAS, a not-to-exceed fee for construction phase services has been determined; and

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION IV of the original contract is amended to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$709,550.

Appendix "A" of the original contract is amended as follows:

Under Task 5, Right-of-Way Plan Development, the anticipated number of parcels has increased from 64 to 67.

Appendix "D" is amended as shown below:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$709,905.00, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
2. The CONSULTANT will be paid for the work performed under this Agreement on a lump-sum basis in accordance with the following fees:

Task 5 Right-of-Way Plan Development (assuming ~~64~~ 67 parcels) ~~\$260,790.00~~ \$275,435

1. T & E Reports = \$24,050.00
2. Right-of-Engineering = ~~\$221,700.00~~ \$235,305 (see breakdown below)

- A. R/W Plans – ~~\$93,120.00~~ **97,485**
B. Parcel Plats – ~~61 63 X \$680 = \$41,480.00~~ **\$42,840**
C. Legal Description – ~~95 106 X \$580 = \$55,100.00~~ **\$61,480**
D. Right of Way Staking – ~~64 67 X \$500 = \$32,000.00~~ **\$33,500**
3. Appraisal Problem Analysis – ~~64 67 X \$225 240 = \$15,040.00~~ **16,080**

Task 7 Construction Phase Services (hourly, not to exceed) ~~TBD~~ **\$10,000**

CONSULTANT's total not-to-exceed fee is increased by \$24,645 from \$684,905.00 to \$709,550.

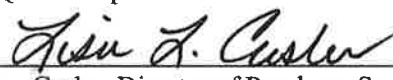
Except as herein and previously modified, changed and supplemented, all terms of the original engineering agreement dated July 14, 2017, shall continue in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

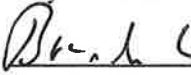
LPA
Vigo County Board of Commissioners


Brad Anderson, President

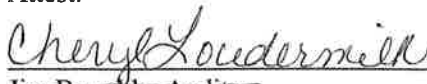
CONSULTANT
RQAW Corporation


Lisa Casler, Director of Roadway Services

Judy Anderson


Brendan Kearns

Attest:


Jim Bramble, Auditor

Cheryl Loudonik, Chief Deputy
Auditor

SUPPLEMENTAL AGREEMENT NO. 1

This supplemental agreement made and entered into this 29th day of October, 2019, by and between the Board of Commissioners of the County of Vigo, Indiana, hereinafter referred to as the "LPA", and Clark Dietz, Inc., Consulting Engineers, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LPA and the CONSULTANT did, on March 28, 2017, enter into an Agreement for providing for Des. No. 1500254, Bridge Inspection services in accordance with the National Bridge Inspection Standards for Cycle Years 2017 through 2020, and

WHEREAS, it has been determined by the LPA that additional major changes in the scope and character of services in the original Agreement are desirable and necessary, and

WHEREAS, in order to provide for completion of the services as modified it is necessary to amend and supplement the original Agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

APPENDIX A

Phase IA, II, and Interim II Inspections

The number of Phase IA inspections has decreased from 9 to 7; the number of Phase II inspections has increased from 188 to 189; element inspections for Phase II has decreased from 3 to 2; and the number of Interim II inspections has increased from 0 to 2. The Interim inspections are for Br. 331, Margaret Avenue over CSX railroad, and Br. 345 located on Riley Road. Both bridges are new to the inventory.

APPENDIX D

Compensation

The Routine Inspection fee for Phase IA decreases from \$8,080.83 to \$6,285.09 and was calculated by multiplying the Phase IA unit prices for Field Work (\$284.76) and Office Work (\$613.11) by 7 bridges. The Routine Inspection fee for Phase II increases from \$99,380.56 to \$99,909.18 and was calculated by multiplying the Phase II unit prices for Field Work (\$242.25) and Office Work (\$286.37) by 1 bridge. The Element Inspection fee for Phase II decreases from \$993.99 to \$662.66 and was calculated by multiplying the Phase II unit prices for Field Work (\$74.91) and Office Work (\$256.42) by 2 bridges. The Interim II fee increases from \$0.00 to \$4,507.66 and was calculated by multiplying the Interim I unit prices for Field Work (\$593.24) and Office Work (\$1,580.79) by 2 bridges and adding to this amount the travel reimbursement from Interim I (\$159.60). The revised Overall Not to Exceed Amounts by Phase are shown below:

Overall Not to Exceed Amounts by Phase

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Routine	\$226,235.44	\$6,285.09	\$4,348.06	\$ 99,909.18	\$ 5,883.36	\$ 4,348.06
Fracture Critical	\$ 2,237.24	\$ -	\$ -	\$ 2,322.06	\$ -	\$ -
Underwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Element	\$ 957.27	\$ -	\$ -	\$ 662.66	\$ -	\$ -
Special	\$ 4,972.48	\$ 1,842.68	\$ -	\$ 4,893.64	\$ 1,875.24	\$ -
Travel Reimbursement	\$ 5,667.00	\$ 106.40	\$ 159.60	\$ 5,667.00	\$ 102.60	\$ 159.60
Overall Totals	\$ 240,069.43	\$ 8,234.17	\$4,507.66	\$113,454.54	\$ 7,861.20	\$4,507.66

Total Not to Exceed
Fee

\$ 378,634.66

Previous NTE Fee

\$375,725.45

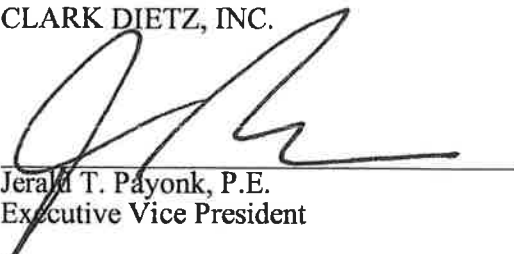
Change in NTE Fee = **\$2,909.21**

Except as herein modified, changed, and supplemented, all terms of the original Agreement, dated March 28, 2017, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and entered this SUPPLEMENTAL AGREEMENT NO. 1 the day and year first mentioned above.

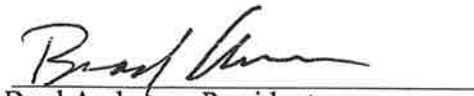
CONSULTANT

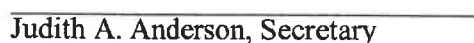
CLARK DIETZ, INC.


Gerald T. Payonk, P.E.
Executive Vice President

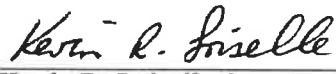
LOCAL PUBLIC AGENCY

BOARD OF COMMISSIONERS OF
THE COUNTY OF VIGO, INDIANA


Brad Anderson, President

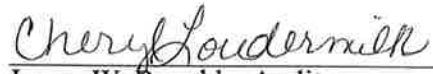

Judith A. Anderson, Secretary

ATTEST:


Kevin R. Loiselle, P.E.
Project Manager


Brendan Kearns, Member

ATTEST:


~~James W. Bramble, Auditor~~
Cheryl Loudermilk, Chief Deputy
Auditor

10/7/2019

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Std. Office Work Price/Bridge	\$ 241.85			\$ 286.37		
Scour Assessment Fee/Br.	\$ 212.92			\$ -		
Load Rating Fee/Br.	\$ 512.53			\$ -		
Office Work Price/Bridge	\$ 967.30			\$ 286.37		

Routine

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges	188	7	2	189	7	2
Field Work Price/Bridge	\$ 236.08	\$ 284.76	\$ 593.24	\$ 242.25	\$ 264.37	\$ 593.24
Office Work Price/Bridge	\$ 967.30	\$ 613.11	\$ 1,580.79	\$ 286.37	\$ 576.11	\$ 1,580.79
Total Fee Not to Exceed	\$ 226,235.44	\$ 6,285.09	\$ 4,348.06	\$ 99,909.18	\$ 5,883.36	\$ 4,348.06

Fracture Critical

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges	1	0	0	1	0	0
Field Work Price/Bridge	\$ 327.96		\$ -	\$ 340.41		\$ -
Office Work Price/Bridge	\$ 1,909.28		\$ -	\$ 1,981.65		\$ -
Total Fee Not to Exceed	\$ 2,237.24	\$ -	\$ -	\$ 2,322.06	\$ -	\$ -

Underwater Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges	0	0	0	0	0	0
Field Work Price/Bridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Work Price/Bridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee Not to Exceed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Complex Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges	0	0	0	0	0	0
Field Work Price/Bridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Work Price/Bridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fee Not to Exceed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Element Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges	3	0	0	2	0	0
Field Work Price/Bridge	\$ 72.14	\$ -	\$ -	\$ 74.91	\$ -	\$ -
Office Work Price/Bridge	\$ 246.95	\$ -	\$ -	\$ 256.42	\$ -	\$ -
Total Fee Not to Exceed	\$ 957.27	\$ -	\$ -	\$ 662.66	\$ -	\$ -



**FEE SUMMARY - Supplemental Agreement No. 1
VIGO COUNTY BRIDGE INSPECTION - DES. 1500254**

Special Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges	2	2	0	2	2	0
Field Work Price/Bridge	\$ 869.00	\$ 165.40	\$ -	\$ 677.49	\$ 176.74	\$ -
Office Work Price/Bridge	\$ 1,617.24	\$ 755.94	\$ -	\$ 1,769.33	\$ 760.88	\$ -
Total Fee Not to Exceed	\$ 4,972.48	\$ 1,842.68	\$ -	\$ 4,893.64	\$ 1,875.24	\$ -

Overall Not to Exceed Amounts by Phase

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Routine	\$ 226,235.44	\$ 6,285.09	\$ 4,348.06	\$ 99,909.18	\$ 5,883.36	\$ 4,348.06
Fracture Critical	\$ 2,237.24	\$ -	\$ -	\$ 2,322.06	\$ -	\$ -
Underwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Element	\$ 957.27	\$ -	\$ -	\$ 662.66	\$ -	\$ -
Special	\$ 4,972.48	\$ 1,842.68	\$ -	\$ 4,893.64	\$ 1,875.24	\$ -
Travel Reimbursement	\$ 5,667.00	\$ 106.40	\$ 159.60	\$ 5,667.00	\$ 102.60	\$ 159.60
Overall Totals	\$ 240,069.43	\$ 8,234.17	\$ 4,507.66	\$ 113,454.54	\$ 7,861.20	\$ 4,507.66

Total Not to Exceed Fee **\$ 378,634.66**

