

SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement is made and entered into this 18th day of February, 2019, by and between the Town of Munster, acting by and through its Board of Public Works, hereinafter referred to as the “LOCAL PUBLIC AGENCY”, and Robinson Engineering Ltd., hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did on March 9, 2009 enter into an agreement to provide preliminary engineering services for the Project – Realignment of 45th Street with Potential Grade Separations at crossings with the Canadian National Railroad, DES No.: 0710056 located in Munster, Indiana; and

WHEREAS there exists a need by the LOCAL PUBLIC AGENCY for additional advisory engineering services during the bidding, negation, and construction phases related to said PROJECT; and

WHEREAS, in order to provide for guidance and interpretation on the design intent of the PROJECT, it is necessary to amend and supplement said agreement.

NOW, THEREFORE, the LOCAL PUBLIC AGENCY and CONSULTANT agree to amend the Agreement as follows:

1. CONSULTANT shall provide additional professional engineering services on an on-call basis post project bid to complete the project. The term of the construction contract is expected to proceed over two construction seasons. The additional budget fee of \$100,000 is described and set out in Exhibit 1, which is attached to this Supplemental Agreement and made an integral part hereof.

2. CONSULTANT shall be compensated for services performed under this Supplemental Agreement No. 3 on an hourly PER DIEM rate as attached.
3. The total amount of compensation under Supplemental Agreement No. 3 shall not exceed: \$100,000 without approval of the LOCAL PUBLIC AGENCY.
4. The CONSULTANT will not perform work beyond the budgeted amount until and unless the budget amount is amended by the LOCAL PUBLIC AGENCY.
5. Except as herein modified, changed, and supplemented, all terms of the original Agreement dated March 9, 2009 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3 as follows.

CONSULTANT

LOCAL PUBLIC AGENCY

By: _____
(Signature)

By: _____

(Typed Name & Title)

By: _____

By: _____
(Signature)

By: _____

Christopher King - President
(Typed Name & Title)

Attest: _____

EXHIBIT 1
SCOPE OF SERVICES
FOR
45th Street and Calumet Avenue Grade Separation Project
Town of Munster, Indiana

Bidding or Negotiating Phase

After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

Consult with Owner as to the qualifications of prospective contractors.

Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award

of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

Construction Phase

The design engineering team is not performing the construction engineering on behalf of the town. The Town is desirous to have the design team available to review and make interpretations of the design intent when requested during the construction phase. Therefore, upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall provide the following advisory services during construction.:

General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract when so requested by the Town. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

Resident Project Representative (RPR): DELETED

Selection of Independent Testing Laboratory: DELETED

Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary to assist in interpretation of the design intent.

Defective Work: DELETED

Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

Clarifications and Interpretations: Accept from Contractor and Owner submittal of all design-intent matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents.

Exhibit 2

Hourly Rates

Robinson Engineering

Thru December 31, 2019

Principal Engineer (Christopher King)	200.00
Senior Project Manager 2 (John Hilsen)	186.00
Senior Engineer	182.00
Project Engineer	145.00

Thru December 31, 2020

Principal Engineer (Christopher King)	208.00
Senior Project Manager 2 (John Hilsen)	193.00
Senior Engineer	189.00
Project Engineer	151.00

H. W. Lochner

Thru June 30th 2019

Principal/Engineer of Record (Daniel Herring., PE, SE)	\$268.26
Project Structural Engineer (Matt Shelton. PE)	\$174.57
Project Railroad Engineer (Kevin Kassay, PE)	\$196.53

July 1, 2019 to June 30, 2020

Principal/Engineer of Record (Daniel Herring., PE, SE) –	\$278.99
Project Structural Engineer (Matt Shelton. PE) –	\$181.55
Project Railroad Engineer (Kevin Kassay, PE) –	\$204.39

July 1, 2020 to June 30, 2021

Principal/Engineer of Record (Daniel Herring., PE, SE) –	\$290.15
Project Structural Engineer (Matt Shelton. PE) –	\$188.81
Project Railroad Engineer (Kevin Kassay, PE) –	\$212.57