

AMENDMENT NO. 4 TO UNIFORM CONTRACT FOR SERVICES

1. Background Data:

- a. Effective Date of Uniform Contract for Services: July 8, 2020
- b. Owner: Town of Whitestown, Indiana
- c. Contractor: American Structurepoint, Inc.
- d. Project: Main Street and Albert S. White Drive Roundabout Design Services

2. Nature of Amendment

Modifications to Payment to Contractor

3. Description of Modifications

Attachment 1, "Modifications"
Manhour Justification

Owner and Contractor hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the last required signature below.

OWNER:

CONTRACTOR:

DocuSigned by:

Cash E. Canfield

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By: _____

By: Cash E. Canfield

Title: _____

Title: Chief Operating Officer

Date Signed: _____

Date Signed: 3/8/2022

This is **Attachment 1**, consisting of two pages, to Amendment No. 4.

Modifications

Attachment A of the Uniform Contract for Services is modified as follows:

1. Relevant portions of the Compensation section are modified as follows:

COMPENSATION

1. The Consultant shall be compensated for services to be performed under this Agreement a total fee not to exceed ~~\$324,060~~ **\$553,909** unless approved in writing by the Owner.
2. The Consultant shall be compensated for basic services to be performed under this Agreement on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed \$266,520 unless approved in writing by the Owner.
 - a. Topographic Survey \$20,920
 - b. Road Design and Plan Development \$130,700
 - c. Traffic Analysis \$7,100
 - d. Landscape Architecture \$9,900
 - e. Environmental Services \$6,150
 - f. Meetings \$10,000
 - g. Utility Coordination \$22,500
 - h. Rule 5 Permit \$9,655
 - i. Bidding Services \$10,625
 - k. Geotechnical \$8,490
 - q. Pedestrian Signal Design (HAWK Beacon) \$21,980
 - u. Detention Design \$8,500
4. The Consultant shall be compensated for Right-of-Way Engineering Services and a Location Control Route Survey Plat based on the specific cost per unit multiplied by the actual units of work. Estimated Unit costs are shown in Attachment C, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual Subconsultant invoices; however, the final amount shall not exceed \$21,000 unless and until a supplemental agreement is executed. Five parcels are assumed.

5. For Construction Oversight for Utility Relocations, the Consultant will be paid for the actual hours of work performed by essential personnel exclusively working on these task multiplied by approved hourly rates, plus reimbursable expenses at their direct cost. The hourly rates for Construction Oversight for Utility Relocations are shown in Attachment B. The fees for Construction Oversight for Utility Relocations will not exceed \$26,540 unless and until a supplemental agreement is executed.

6. For Construction Inspection, the Consultant will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by approved hourly rates, plus reimbursable expenses at their direct cost. The hourly rates for Construction Inspection are shown in Attachment B. The fees for Construction Inspection will not exceed ~~\$TBD~~ \$229,849 unless and until a supplemental agreement is executed.

EXHIBIT "A"

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER:	Town of Whitestown				
DESCRIPTION:	Main Street & Albert S. White Intersection Improvements, Roundabout				
BID:	April 6, 2022		Anticipated		
NOTICE TO PROCEED:	May 1, 2022		Anticipated		
CONTRACT COMPLETION DATE:	December 31, 2022		Anticipated		
PRECONSTRUCTION ACTIVITIES:	6/6/2022	to	6/12/2022	=	1.00 weeks
CONSTRUCTION ACTIVITIES:	7/25/2022	to	12/4/2022	=	19.00 weeks
POST CONSTRUCTION ACTIVITIES:	12/5/2022	to	1/1/2023	=	4.00 weeks
					24.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"**LABOR****PROJECT MANAGER:**

Regular time:	24 weeks	@	2 hours/week	=	<u>48 hours</u>
PROJECT MANAGER REGULAR HOURS				=	48 hours

RESIDENT PROJECT REPRESENTATIVE:**Preconstruction Activities:**

Regular Time:	1 weeks	@	40 hours/week	=	40 hours
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Construction Activities:

Regular Time:	19 weeks	@	40 hours/week	=	760 hours
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Overtime (assume 10%)	760	@	10%	=	76 hours
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Post-Construction Activities:

Regular Time:	4 weeks	@	40 hours/week	=	<u>160 hours</u>
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RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS	=	960 hours
RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS	=	76 hours

CONSTRUCTION INSPECTOR(S):

Preconstruction Activities:	(assume	0	inspector(s) needed):
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Regular Time:	1 weeks	@	- hours/week	=	- hours
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Construction Activities:	(assume	1	inspector(s) needed):
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Regular Time:	14 weeks	@	40 hours/week	=	560 hours
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Overtime (assume 10%)	560	@	10%	=	56 hours
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Post-Construction Activities:

Regular Time:	4 weeks	@	- hours/week	=	<u>- hours</u>
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CONSTRUCTION INPSECTOR(S) TOTAL REGULAR HOURS	=	560 hours
CONSTRUCTION INPSECTOR(S) TOTAL OVERTIME HOURS	=	56 hours

EXHIBIT "A"**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES****CLIENT:** Town of Whitestown**DESCRIPTION:** Main Street & Albert S. White Intersection Improvements, Roundabout

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Project Manager/Senior Engineer	\$ 190.00	48	\$ 9,120.00
Resident Project Representative (Regular)	\$ 145.00	960	\$ 139,200.00
Resident Project Representative (Overtime)	\$ 168.20	76	\$ 12,783.20
Inspector(s) (Regular)	\$ 110.00	560	\$ 61,600.00
Inspector(s) (Overtime)	\$ 127.60	56	\$ 7,145.60
Intern(s) (Regular)	\$ 65.00	-	\$ -
Intern(s) (Overtime)	\$ 75.40	-	\$ -
		TOTAL INSPECTION FEE	\$ <u>229,849</u>