

~ SUPPLEMENTAL AGREEMENT No. 7 ~

This Supplemental Agreement is made and entered into _____, 2023, by and between the **City of Lebanon**, acting through their **Redevelopment Commission**, hereinafter referred to as the “LOCAL PUBLIC AGENCY”, and

USI Consultants, Inc.

8415 East 56th Street

Indianapolis, IN 46216-2200

hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the LOCAL PUBLIC AGENCY did, on June 17, 2014, enter into an Engineering Agreement with the CONSULTANT for Engineering Services and Documents, and subsequently entered into Supplemental Agreement #1 on May 19, 2015, Supplemental Agreement #2 on October 27, 2015, Supplemental Agreement #3 on March 23, 2016, Supplemental Agreement #4 on February 27, 2017, Supplement Agreement # 5 on October 15, 2019 and Supplement Agreement # 6 on August 10, 2020, in relation to the following described project:

SR 39/I-65 Interchange Enhancements
Architectural Features NBIS Inspections

WHEREAS, in order to provide for completion of the continuing inspection requirements dictated by the original agreement between the Local Public Agency and INDOT, it is necessary to amend and supplement the Professional Services Agreement ***to provide for the 2023 and 2025 NBIS Inspection (24-month intervals), as required by INDOT.***

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

I. ADD ITEM 11. TO “APPENDIX A, SECTION B. – Scope of Work”:

11. CONSULTANT shall perform two additional full inspection to NBIS guidelines for all Architectural Features installed on the SR 39 Bridge over I-65, which the Local Public Agency is responsible. The inspection shall include all traffic control, equipment and permit coordination with INDOT personnel as required to complete this inspection.

II. ADD FOLLOWING PARAGRAPHS TO “APPENDIX C”:

The CONSULTANT shall complete the one 2023 NBIS field inspection no later than November 2023 and the one November 2025 NBIS field inspection. All reports and information required by the LOCAL PUBLIC AGENCY or INDOT, shall be completed within 60 days of the field inspection completion date. Inspection frequencies that would be required after 2025 shall be renegotiated under a separate agreement or supplemental agreement, as determined necessary by the LOCAL PUBLIC AGENCY.

III. REPLACE FIRST PARAGRAPH OF “APPENDIX D - COMPENSATION” AS FOLLOWS:


The CONSULTANT shall receive as payment for the work performed under this Agreement the total lump sum fee of **\$381,400.00** (\$60,000 for this supplement, + \$45,400 for supplement #6 + \$22,700 for supplement #5 + \$90,800 for supplement #4+ \$45,400 for supplement #3 + \$22,700 for Supplement #2 + \$22,700 for Supplement #1 + \$71,700 for the Original Agreement) unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

IV. EXCEPT AS HEREIN MODIFIED, CHANGED AND SUPPLEMENTED, ALL TERMS OF THE ORIGINAL ENGINEERING AGREEMENT DATED SHALL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 7

CONSULTANT

USI CONSULTANTS, INC.


Philip D Beer, II, PE, LS - President

Attest:


Michael J. Obergfell, PE - Vice President

LOCAL PUBLIC AGENCY

CITY OF LEBANON, INDIANA

President, Lebanon Redevelopment Commission

DATE: _____

Attest:

By: _____