

031208A

University Avenue (Union St. - Goodman St.) Improvements
& ARTWalk II Enhancements

AGREEMENT AMENDMENT NUMBER 1

Scope:	Preliminary Design (Design Phases I-IV).
Project Number:	08101
NYSDOT PIN:	475418
Agreement #:	031208
Consultant:	Bergmann Associates
Authorizing Ordinance:	No. 2008-97

This Amendment is made the 9 day of MAY, 2008, between the CITY OF ROCHESTER a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City", and Bergmann Associates with offices at, 28 East Main Street, Rochester, NY 14614, hereinafter referred to as the "Consultant".

WHEREAS, the City and the Consultant have previously entered into an agreement, hereinafter referred to as **Original Agreement**, design services dated October 18, 2007 and pursuant to Ordinance No. 2007-313; and,

WHEREAS, the City, through the Department of Environmental Services, desires to engage the Consultant for the purposes of providing additional services for assisting the City and the Memorial Art Gallery (MAG) in the selection of a MAG-commissioned artist who will design artworks for the MAG property and the Goodman Street/University Avenue intersection. Services also include relevant planning, coordinating and holding informational meetings for the project area that will assist in the development of various ARTWalk elements, hereinafter referred to as the "Project",

WHEREAS, the Consultant covenants that it has the personnel, skills and expertise required and wishes to undertake additional services for the Project.

NOW THEREFORE, the City and the Consultant do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

ART. I, PART 4. Fee

The maximum fee established in Section 1.401 of the Original Agreement in the amount of \$210,000 (two hundred ten thousand dollars) is hereby deleted and amended to read the amount of \$245,000 (two hundred forty five thousand dollars), an increase in the fee set forth in the Original Agreement of \$35,000 (thirty five thousand dollars).

All other terms and conditions of the agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

THE CITY OF ROCHESTER

CONSULTANT
BERGMANN ASSOCIATES

By: [Signature]
Robert J. Duffy/Mayor

By: Brian M. Dougherty
Name: **BRIAN M. DOUGHERTY**
Title: **VICE PRESIDENT**
Tax ID#: **25-1407718**

Approved As to Form:
[Signature]
Corporation Counsel
City of Rochester

Approved for Funds:
[Signature]
Director of Finance
City of Rochester

STATE OF NEW YORK]
COUNTY OF MONROE]
CITY OF ROCHESTER] ss:

On the 9th day of May in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Duffy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

[Signature]
Notary Public Commission expires: 10/18/2008

MARIA CALABRESE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6117153
QUALIFIED IN RICHMOND COUNTY
COMMISSION EXPIRES 10-18-2008

STATE OF NEW YORK)
COUNTY OF MONROE)
CITY OF ROCHESTER) ss:

On this 14th day of April in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian M. Dougherty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public Commission expires: 8/24/10

[Signature]

JANICE A. FREDERICKS
Notary Public, State of New York
No. 01FR5064761
Qualified in Monroe County
Commission Expires Aug. 26, 2010

**University Avenue (Union St. - Goodman St.) Improvements
& ARTWalk II Enhancements
AGREEMENT NO. 031208A
*Amended Agreement**

SCHEDULE A - FEE SCHEDULE

I. <u>BASIC SERVICES</u>¹	<u>STREET</u> 73%	<u>WATER</u> 18%	<u>TRAFFIC</u> 9%	<u>TOTAL</u> 100%
A. Design Approval Document	\$79,570	\$19,620	\$9,810	\$109,000
* B. Amended Agreement (asst. artist selection & add. inf. mtgs)	<u>\$7,446</u>	<u>\$1,836</u>	<u>\$918</u>	<u>\$10,200</u>
TOTAL I	\$87,016	\$21,456	\$10,728	\$119,200
II. <u>REIMBURSABLE EXPENSE</u>				
* Reproduction	\$657	\$162	\$81	\$900
Postage	\$146	\$36	\$18	\$200
Owner's Protective Ins.	\$219	\$54	\$27	\$300
Subsurface Investigations	\$4,599	\$1,134	\$567	\$6,300
Subconsultants:				
Shumaker Engineers ²	\$11,899	\$2,934	\$1,467	\$16,300
* William Cochran Studios	<u>\$39,128</u>	<u>\$9,648</u>	<u>\$4,824</u>	<u>\$53,600</u>
TOTAL II	\$56,648	\$13,968	\$6,984	\$77,600
TOTAL I & II	\$143,664	\$35,424	\$17,712	\$196,800
III. <u>ADDITIONAL SERVICES</u>				
* Reserve	\$9,636.00	\$2,376.00	\$1,188.00	\$13,200.00
Additional Traffic Counts	\$1,950.56	\$480.96	\$240.48	\$2,672.00
Add. SHPO Coord.	\$7,677.41	\$1,893.06	\$946.53	\$10,517.00
Plaza Concept	<u>\$15,922.03</u>	<u>\$3,925.98</u>	<u>\$1,962.99</u>	<u>\$21,811.00</u>
TOTAL III	\$35,186	\$8,676	\$4,338	\$48,200
TOTAL I, II, & III	\$178,850	\$44,100	\$22,050	\$245,000

¹ Basic services not-to-exceed fees based upon staff salaries times 2.47 multiplier.

² Reimbursable sub-consultant (Schumaker) not-to-exceed fees based upon staff salaries times 2.50 multiplier