

**FIRST AMENDMENT TO
SERVICES CONTRACT**

By and Between

ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

And

FAY, SPOFFORD & THORNDIKE, LLC

THIS FIRST AMENDMENT TO SERVICES CONTRACT ("this Amendment") is entered into as of the _____ day of March, 2013, by and between the **ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION** (the "EDIC" or the "Official"), having its offices at Boston City Hall, One City Hall Square, Boston, MA 02201-1007, and **FAY, SPOFFORD & THORNDIKE, LLC** ("FS&T" or the "Consultant"), a Massachusetts corporation, having its offices at 15 Broad Street, Boston, MA 02109.

WHEREAS, the Official and the Consultant entered into a Services Contract, dated as of March 13, 2012, for the provision of conducting services related to the Engineering Design Services Related to Kingston Street and Bedford Street Intersection Improvements, located in the Downtown Crossing neighborhood of Boston;

AND WHEREAS, upon completion of the design of sidewalk repairs, roadway milling, street light installations and a planter, the project must now be managed during construction to ensure its compliance with the plans and specifications. FS&T's existing contract will need to be amended (Contract Amendment No. 1) to include the contract administration and resident engineering for this project (\$28,100) and for additional costs incurred under the original contract (\$2,550). See Exhibit C for a breakdown of the additional services.

NOW, THEREFORE, in accordance with the foregoing and the mutual promises hereinafter provided, the Official and the Consultant agree as follows:

1. The Maximum Amount to be paid to the Consultant, for performing the amended Scope of Services of the Services Contract is hereby increased in the amount of Thirty Thousand, Six Hundred Fifty Dollars and Zero Cents (**\$30,650.00**), for a Total Contract Amount of Eighty Thousand, Six Hundred Fifty Dollars and Zero Cents (**\$80,650.00**).

2. The Scope of Services included as part of the original Services Contract is hereby amended by adding to such scope the services described on Exhibit A attached hereto and made a part hereof.
3. Adding Exhibit B attached hereto and made a part hereof, hereby amends the Fee Schedule included as part of the original Services Contract. All other provisions set forth in Exhibit B shall remain in full force and effect.
4. All other terms and provisions of the Services Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is hereby executed by the Official and the Consultant in five (5) counterparts as of the day and year first written above.

ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

By: _____
Peter Meade
Director

By: _____
Kevin Morrison, EDIC General Counsel

FAY, SPOFFORD & THORNDIKE, LLC

By: _____
Dave Mariano, P.E.
Vice-President

**EXHIBIT A
AMENDED SCOPE OF SERVICES**

Amendment Justification

The EDIC has prepared the designs of public improvements to the intersection of Bedford St and Kingston St; Improvements include new sidewalks, street lights, crosswalks, roadway surfaces, plantings and a granite planter. At the February 14, 2013, BRA board meeting, Fleming Bros., the general contractor, was approved and is preparing to begin construction on these improvements. These improvements must now be monitored by a full-time professional engineer to ensure that the contractor's work complies with the contract documents with regards to the construction details, rules and regulations, and communication at safety on site. This amendment will provide these services along with engineering services related to submittal review, project meetings, close-out documentation, and owner, contractor and project-related correspondence.

I. SCOPE OF SERVICES

Task 1 - Additional Costs under Basic Services Task includes the revision of the contract documents to reflect input during the design process to include additional services not included in the basic scope of services. These additional services included crosswalk upgrades, granite planter etchings, handrail design and permitting coordination.

Task 1 Subtotal: \$2,550

Task 2a - Contract Administration. Task includes such responsibilities as conducting *periodic* visits to the site to ensure compliance with contract documents, making routine correspondence and telephone calls, project closeout and performing overall engineering consulting services as needed.

Task 2b - Resident Engineering. The consultant will perform *full-time* on-site project supervision during the construction phase to determine the contractor's compliance with contract documents, approved work plans and applicable regulations. These duties also include on-site work inspections, documentation of construction progress each day and handling correspondence with owners, consultants and contractors on project-related issues.

Task 2 Subtotal: \$28,100

II. TOTAL COMPENSATION

The Consultant shall be compensated for providing this amended Scope of Services for an amount of Thirty Thousand, Six Hundred Fifty Dollars and Zero Cents (**\$30,650.00**).

**EXHIBIT B
FEE SCHEDULE**

I. BASIC SERVICES (as defined in Contract)

Original Contract, dated March 13, 2012	\$50,000
Amendment No. 1	\$30,650
TOTAL	\$80,650

EXHIBIT C
FEE PROPOSAL FROM FS&T