

SUPPLEMENTAL AGREEMENT NO. 1

Nebo Road Sidewalk Des. 1592998

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2017, by and between Town of Yorktown, Indiana, acting by and through the Town Council, hereinafter referred to as the "**OWNER**" and Butler, Fairman and Seufert, Inc., Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**ENGINEER**".

WITNESSETH

WHEREAS, on May 22, 2017, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Documents for the Nebo Road Sidewalk.

WHEREAS, Section 6, Changes in Work, of the General Provisions state that in the event of a substantial change in the scope, the maximum fee payable and the specified fee shall be adjusted, and

WHEREAS, a portion of the work to be performed under the original design scope, Appendix "A" will be amended to address the elimination of some right-of-way engineering services, and to add architectural services, and

WHEREAS, directed by the **OWNER**, the **ENGINEER** will provide the following amended engineering services as part of this Supplemental Agreement No. 1.

1. Delete right-of-way engineering services from the agreement; services will be limited to obtaining INDOT right-of-way certification and R/W staking for utilities
2. Develop schematic concepts for aesthetic treatments on the Nebo Road bridge

WHEREAS, the parties hereto agree that the **ENGINEER** shall cause to be made the amended work on an hourly not-to-exceed cost as follows:

Nebo Road Bridge Aesthetic Treatment Concepts	<u>\$ 7,500.00</u>
TOTAL, HOURLY NOT TO EXCEED	\$ 7,500.00

WHEREAS, the parties hereto agree that the **ENGINEER** will be paid for the Right-of-Way Engineering and Services performed under this Agreement in accordance with the following schedule:

Item	Original Quantity	New Quantity	Unit Price	Original Total	New Total
Project Management	Lsum	Lsum	\$ 1,600	\$ 1,600	\$ 1,600
T&E Reports	6	0	\$ 480	\$ 2,880	\$ 0
Legal Description, Transfer Documents, Land Plats	6	0	\$ 1,450	\$ 8,700	\$ 0
R/W Plans	Lsum	0	\$ 4,200	\$4,200	\$ 0
Appraisal Problem Analysis	6	0	\$ 200	\$ 1,200	\$ 0
R/W Stake Out	Lsum	Lsum	\$ 2,800	\$ 2,800	\$ 2,800
				\$ 21,380	\$ 4,400

WHEREAS, the parties agree that the original agreement be modified by this Supplemental Agreement No. 1; therefore, the amended compensation for design engineering services and the revisions to Right-of-Way Engineering and Services shall decrease the not-to-exceed amount of this Agreement by (\$9,480.00) from \$138,980.00 to a not-to-exceed amount of \$129,500.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1.

CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.

LOCAL PUBLIC AGENCY
YORKTOWN, INDIANA
TOWN COUNCIL

Signature
John W. Brand, P.E.
President

Signature
Rich Lee, President

Signature
Robert Ratchford, Vice President

Signature
Michael Burke, Member

Signature
Bryan Smith, Member

Signature
Rick Glaub, Member

Signature
Daniel Flanagan, Member

Signature
Lon Fox, Member
