

SUPPLEMENTAL AGREEMENT NO. 2

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 202_, by and between the Town of Yorktown, Indiana, acting through the Town Council, hereinafter referred to as the "**OWNER**", and Butler, Fairman and Seufert, Incorporated, of Indianapolis, Indiana, hereinafter referred to as the "**ENGINEER**."

WITNESSETH

WHEREAS, on March 18, 2019, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for the preparing of a Preliminary Engineering Report (PER), providing the necessary Engineering Design Services, and Construction Inspection Services for the construction of improvements to the Town's WWTP.

WHEREAS, on May 27, 2020 the **OWNER** executed Supplement Agreement No. 1 to develop an Asset Management Plan (AMP) for their waste water system to quantify and locate assets, identify deficiencies, and prioritize immediate and future needs as required by the State Revolving Fund Loan. Supplement No. 1 increased the Final Design Phase by \$25,000 for a total of \$341,000.

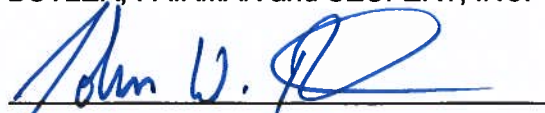
WHEREAS, the Project has realized Savings and Contingency sufficient to perform additional needed work including the following: New Kaeser Blowers & Appurtenances; Sludge Disposal Building Improvements; New Gates at SS-2A; New Non Potable Water Pumps & Appurtenances; East Digester Cover Removal; Rehabilitate Sludge Drying Beds; Chlorine Contact Tank Improvements; Safety Gate at Headworks; Influent Lift Station Improvements; Site Grading & Drainage; East Digester Cleaning; 10" Bypass at Headworks; RAS Pump Station Improvements; Demolition of Existing Blowers; Site Fencing & Gates.

WHEREAS, at such time it is determined that funds from the Town's State Revolving Fund (SRF) Loan are sufficient to fund the extra needed work; and with said funds the Final Design Phase will be increased by \$35,000 and the Construction Inspection Phase will be increased by \$85,000 to complete the aforementioned extra needed work, all contingent upon SRF financing.

NOW, THEREFORE, to initiate the additional design services for the extra needed work, the parties agree that the March 18, 2019 Agreement and the May 27, 2020 Supplemental Agreement be modified by this Supplemental Agreement No. 2; therefore, the lump sum fee for the noted Engineering Services shall be increased by \$35,000 and Construction Inspection Services shall be increased by \$85,000. The total compensation for Final Design Phase shall be increased from \$341,000 to \$376,000. The total compensation for Construction Inspection Phase shall be increased from \$405,000 to \$490,000.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

ENGINEER
BUTLER, FAIRMAN and SEUFERT, INC.



John Brand, President

OWNER
TOWN OF YORKTOWN

Attest:

Clerk-Treasurer