

## SUPPLEMENTAL AGREEMENT NO. 1

### Supplemental Engineering Services for Canal Street Project

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Yorktown, Indiana, acting by and through the Town Council, hereinafter referred to as the "**TOWN**" and Butler, Fairman and Seufert, Inc., Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**ENGINEER**".

#### WITNESSETH

**WHEREAS**, on March 19, 2018, the **TOWN** entered into an Agreement with the **ENGINEER** for services required for development of Contract Plans for the Yorktown Redevelopment.

**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 incorporate the following additional services:

#### **Right-of-Way Engineering**

Revise the right-of-way limits for the project, develop additional right-of-way engineering documents over and above the number of right-of-way engineering parcels for partial acquisitions, and modify previously-development right-of-way engineering documents to account for shifted right-of-way linework, as summarized on attached Exhibit A, and

#### **Right-of-Way Acquisition**

Perform right-of-way acquisition services in accordance with attached Exhibit A, and

#### **Water Line Design Revisions**

Engineering services as required to address unforeseen revisions to the proposed Right of Way and/or Property Lines, which require design modifications to accommodate the

new water main construction along Canal Street, Vine Street, and near the intersection of Plumb Street and Canal Street.

### **Road Design Revisions**

Engineering services required to redesign the proposed road and sidewalk in order to accommodate existing homes that will remain and to keep the work within the modified partial right-of-way acquisition, including the addition of drives and sidewalk connections where needed, and

### **Private Utility Design Revisions**

Utility coordination services required to adjust the locations of proposed private utility relocations to stay within available rights-of-way, and to accommodate existing properties to remain indefinitely, and

### **Electric Conversions Quote Package**

Assemble quote package for the conversion of AT&T building and Speedway to bring facilities up to current electric code to be compatible with new underground electric service, and

### **Town Hall Design Revisions**

Engineering services required to adjust the Town Hall drainage design as necessary to provide temporary drainage in advance of the future storm sewer system being constructed, provide a jointing detail for the concrete parking, and revise the design of the parking lot to add a connection to Speedway.

**WHEREAS**, the parties hereto agree that the **ENGINEER** shall cause to be made the amended and additional work at lump sum costs as follows:

Right-of-Way Engineering	\$ 15,000.00
Right-of-Way Acquisition	\$ 114,780.00
Water Line Design Revisions	\$ 15,500.00
Road Design Revisions	\$ 9,500.00
Private Utility Revisions	\$ 5,600.00
Electric Conversion Quote Package	\$ 3,700.00
Town Hall Drainage Revisions	<u>\$ 4,000.00</u>
	\$ 168,080.00

**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 addition of right-of-way services shall increase the not-to-exceed amount of this Agreement by \$168,080.00 from \$198,750.00 to a not-to-exceed amount of \$366,830.00.

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

**CONSULTANT  
BUTLER, FAIRMAN and SEUFERT,  
INC.**

  
\_\_\_\_\_  
Signature  
John W. Brand, President

**YORKTOWN TOWN COUNCIL**

\_\_\_\_\_  
Signature  
Daniel Flanigan, President

Parcel Number	Name on T&E Report	APR Type	Appr. Fee	Review Apr. Fee	Buyer Fee	ROW Management	ROW Engineering
<b>RW SERVICES</b>							
1	Bruce McFarland	LF	\$4,200	\$2,000	\$0	\$550	
3	Ruby L. Martin	LF	\$4,200	\$2,000	\$1,800	\$1,100	
4	Jerry Raymond Puckett	LF	\$4,200	\$2,000	\$1,800	\$1,100	
5	AT&T	VF	\$1,785	\$895	\$1,800	\$1,100	
7	Maurice & Beverly Masters	LF	\$4,200	\$2,000	\$1,800	\$1,100	
9	Keith A Wallace	LF	\$4,200	\$2,000	\$1,800	\$1,100	
10	Phillip & Linda Bratton	LF	\$4,200	\$2,000	\$1,800	\$1,100	
11	Steven D & Susan E Terry	LF	\$4,200	\$2,000	\$1,800	\$1,100	
12	Shelly L Maxwell	LF	\$4,200	\$0	\$0	\$550	
13	Della D Greagory Rev. Trust	LF	\$4,200	\$0	\$0	\$550	
14	Janice K Ross	SF	\$2,940	\$1,710	\$0	\$550	
15	Roger W Gragg	LF	\$4,200	\$2,000	\$0	\$550	
16	Charles M Stanley	LF	\$4,200	\$2,000	\$0	\$550	
17	John & Jane Kramer	LF	\$4,200	\$2,000	\$1,800	\$1,100	
Parcel No. = 14			<b>\$50,925</b>	<b>\$20,605</b>	<b>\$14,400</b>	<b>\$11,550</b>	
Total Appraising						\$50,925	
Total Review Appraisal						\$20,605	
Total Buyer Fee (Includes Title Update)						\$14,400	
Total Relocation Fee						\$5,000	
Sub - Total						<u>\$90,930</u>	
ROW Management						\$11,550	
Miscellaneous Expenses & Fees (Cost-to-Cure, Mortgage Release Fees, etc.)						\$5,000	
Sub-Total						<u>\$107,480</u>	
Appraisal & Buying Parcel Scope Changes						\$3,000	
Additional Services (Hourly - Condemnation Support, reviews, etc.)						\$4,300	
Legal Services (Document Preparation)						NA	
<b>Total Right-of-Way Services</b>						<b>\$114,780</b>	

1. The Appraisal services will be completed in 90 days from date of notice to proceed.

2. The **OWNER** will provide legal support services for conveyance document approval and condemnation services.

**RW ENGINEERING**

Legal Descriptions: Additional Parcels & Parcel Scope Changes	EA.	\$/Parcel	Total
	25	\$600	\$15,000
<b>Total Right-of-Way Engineering Services</b>			<b>\$15,000</b>