

**SUPPLEMENTAL AGREEMENT NO. 2**

**Nebo Road Sidewalk Des. 1592998**

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 additional design effort required to perform design of the Nebo Road bridge over White River in compliance with INDOT standard bridge development requirements, and

**WHEREAS**, architectural elements for the bridge have been developed by Context Design, and final design development is required for these, including planter boxes, the buffer area, the plantings to be installed within the boxes, light fixture selection and spacing, the metal slat pedestrian railing. Effort includes the development of drawings, specifications, cost estimates, and construction phase assistance including shop drawing review for the architectural elements.

**WHEREAS**, the parties hereto agree that the **ENGINEER** shall cause to be made the amended work on lump sum basis as follows:

Nebo Road Bridge Supplemental Design	\$ 29,500.00
Nebo Road Bridge Architectural Element Design	\$ 25,500.00
Architectural Element Bidding and Construction	<u>\$ 11,000.00</u>
<b>TOTAL, LUMP SUM</b>	<b>\$ 66,000.00</b>

**WHEREAS**, the parties agree that the original agreement be modified by this Supplemental Agreement No. 2; therefore, the amended compensation for design engineering

services shall increase the not-to-exceed amount of this Agreement by \$66,000.00 from \$129,500.00 to a not-to-exceed amount of \$195,500.00.

**IN TESTIMONY WHEREOF**, the parties hereto have executed this Supplemental Agreement No. 2.

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

**LOCAL PUBLIC AGENCY**  
**YORKTOWN, INDIANA**  
**TOWN COUNCIL**

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Signature  
John W. Brand, P.E.  
President

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Signature  
Daniel Flanagan, President

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Signature  
Lon Fox, Vice President

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Signature  
Michael Burke, Member

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Signature  
Bryan Smith, Member

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Signature  
Rick Glaub, Member

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Signature  
Rich Lee, Member

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Signature  
Robert Ratchford, Member

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