

March 4, 2025

Town of Yorktown  
Town Council  
9312 W. Smith Street  
Yorktown, IN 47396

RE: Jackson Street Drainage Improvements – Supplemental Agreement No. 1

Dear Council Members:

Whereas, on August 14, 2024, the Town entered into an Agreement with the Engineer to provide a study report for stormwater improvements along the Jackson Street corridor.

Now, therefore, the parties agree that the Original Agreement, dated August 14, 2024, be modified by this Supplemental Agreement No. 1; therefore, the total compensation for the work shall be increased by \$37,000.00 from \$24,425.00 to \$61,425.00.

Supplemental Agreement No. 1 expands the Original Agreement to include final design, final utility coordination, preparation of Contract Drawings and Contract Documents, bidding assistance, part-time construction inspection, and provides fees for phases with scopes that were previously defined in the Original Agreement.

Design will be for construction of approximately 500 LFT of hybrid ditch system within the existing ditch on the north side of the Jackson Street corridor. The proposed hybrid ditch system will connect to the existing storm sewer on the south side of Jackson Street.

Correspondingly, we propose to update the following:

Within the **FINAL DESIGN AND BIDDING – TO BE DETERMINED (TBD)** section of Original Agreement, add the following:

#### UTILITY COORDINATION CONSTRUCTION PHASE

The **ENGINEER** shall perform utility coordination construction phase which shall include the following:

1. Draft and issue all pre-construction and relocation Notice-To-Proceed emails and letters to the utilities as necessary for the project unless directed otherwise by the **OWNER**.
2. Assist in coordination the completion of utility relocation dependency items by others (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.

3. Send letters & communication follow-up during utility progress to monitor progress and schedules
4. Schedule and host utility bi-weekly progress meetings during relocations
5. Attending the project pre-construction meeting, and construction progress meetings as needed
6. Attend field meetings and or utility related conference calls.
7. Remain active throughout construction as needed for unforeseen conditions

Additionally, within the **FINAL DESIGN AND BIDDING – TO BE DETERMINED (TBD)** section of Original Agreement, replace the FINAL UTILITY COORDINATION SERVICES section with the following:

#### FINAL UTILITY COORDINATION SERVICES

The **ENGINEER** shall perform utility coordination which shall include the following:

1. Send out Preliminary Final Plans, Final Conflict Analysis & Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.
2. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
3. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
4. Prepare utility special provision for final submittals.
5. Issue all approved work plans letters to the utilities unless otherwise directed by the **OWNER**.

Additionally, the **SCHEDULE** section of the Original Agreement shall be modified to the following:

#### **SCHEDULE**

BF&S will provide OWNER with final Contract Drawings and Contract Documents within 75 days of the execution of Jackson Street Drainage Improvements - Supplemental Agreement No. 1.

Additionally, the **FEE** section of the Original Agreement shall be modified to the following:

**FEE**

We propose to perform the noted engineering services for a total amount that will not exceed \$37,000.00 based on the fee schedule below. Our work will be subject to the terms of the General Services Contract dated August 15, 2022.

The Engineer will be paid for the following work on a lump sum basis:

<u>Study Report:</u>	
Initial Utility Coordination Services	\$ 6,100.00
Topographic Survey	\$ 9,840.00
Administration	\$ 1,990.00
Study Report	\$ 6,495.00
<u>Final Design and Bidding:</u>	
Final Utility Coordination Services	\$ 2,700.00
Right-of-Way Engineering	\$ 0.00
Administration	\$ 2,150.00
Water Resources Design	\$ 9,400.00
Contract Documents	\$ 1,400.00
Bidding Assistance	\$ 2,700.00
Construction Observation	\$ 1,850.00

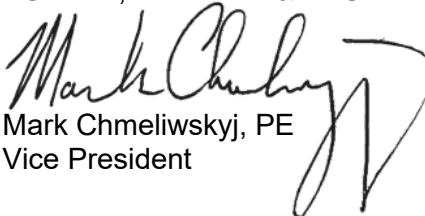
The Engineer will be paid for the following work on an hourly not-to-exceed basis:

Utility Coordination Construction Phase	\$ 1,800.00
Construction Inspection	\$ 15,000.00

We appreciate the opportunity to work with you on this important endeavor. Should there be any questions, please contact the undersigned.

Sincerely,

BUTLER, FAIRMAN & SEUFERT, INC.

  
Mark Chmeliwskyj, PE  
Vice President

**AGREEMENT AND AUTHORIZATION TO PROCEED**

Approval Date \_\_\_\_\_

**TOWN OF YORKTOWN**

**Jackson Street Drainage Improvements – Supplemental Agreement No. 1**

\_\_\_\_\_  
Approved By:

<u>Scope of Work</u>	<u>Original</u>	<u>Supplemental Agreement No. 1</u>	<u>Total</u>
Initial Utility Coordination Services	\$ 6,100.00	\$ -	\$ 6,100.00
Topographic Survey	\$ 9,840.00	\$ -	\$ 9,840.00
Administration	\$ 1,990.00	\$ 2,150.00	\$ 4,140.00
Study Report	\$ 6,495.00	\$ -	\$ 6,495.00
Final Utility Coordination Services	\$ -	\$ 2,700.00	\$ 2,700.00
Right-of-Way Services	\$ -	\$ -	\$ -
Water Resources Design	\$ -	\$ 9,400.00	\$ 9,400.00
Contract Documents	\$ -	\$ 1,400.00	\$ 1,400.00
Bidding Assistance	\$ -	\$ 2,700.00	\$ 2,700.00
Construction Observation	\$ -	\$ 1,850.00	\$ 1,850.00
Utility Coordination Construction Phase (hourly not to exceed)	\$ -	\$ 1,800.00	\$ 1,800.00
Construction Inspection (hourly not to exceed)	\$ -	\$ 15,000.00	\$ 15,000.00
<b>Total Fees</b>	<b>\$ 24,425.00</b>	<b>\$ 37,000.00</b>	<b>\$ 61,425.00</b>