

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1 is made and entered into this ____ day of _____, 2022, by and between the Tippecanoe County Board of Commissioners, acting by and through its proper officials, hereinafter referred to as the "LPA", and DLZ Indiana, LLC, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LPA and CONSULTANT did, on June 21, 2021, enter into an agreement for the Right of Way Services for reconstruction of Morehouse Road from Sagamore Parkway to 400 feet north of Mason Dixon Drive in Tippecanoe County, Indiana; and

WHEREAS, certain additional services and changes are required, that were not included in the above referenced original contract; specifically, adjusting number of parcels and addition of relocation services for personal property only.

NOW THEREFORE, the LPA and the CONSULTANT desire to amend the above referenced Design Contract as follows:

I. **SECTION IV COMPENSATION.** is revised as follows:

The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$226,927.00.**

II. **Revise Appendix "A" as follows:**

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

The project requires acquisition from approximately ~~34~~ **30** parcels. One (1) of the parcels is under the ownership of Tippecanoe County Board of Commissioners. This parcel will not have Appraisal, Appraisal Review and Buying activities associated with it. ***One (1) of the parcels is under the ownership of Indiana Department of Transportation (INDOT). This parcel will have Appraisal and Appraisal Review but no Buying activities associated with it.*** ~~Four (4) parcels are required for subdivision signs that are located within an easement.~~ Each activity below lists the number of parcels associated with it.

III. Revise Section A.1. of Appendix “D” to read as follows:

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a total fee not to exceed ~~\$265,985.00~~ **\$226,927.00** unless a modification of agreement is approved in writing by the LPA.

IV. Revise Section A.2. of Appendix “D” as follows:

2. The CONSULTANT will be paid for the work performed under Appendix “A” of this Agreement on a ~~Lump Sum~~ **unit price** basis in accordance with the following schedule, ~~except as noted in the items below:~~

Description	Cost
Right of Way Early Assessment (34 30 @ Est. \$135.00 ea.) * = \$4,590.00 \$4,050.00	
Appraisal Services (12 11 @ Est. \$680.00, 10 5 @ Est. \$1,930.00 ea., 1 @ Est. \$1,190.00, 1 @ Est. \$2,835.00, 10 10 @ Est. \$4,530.00 And 1 @ Est. \$5,040.00 \$11,340.00) * = \$77,800.00 \$77,795.00	
Appraisal Review Services (12 11 @ Est. \$480.00 \$410.00 , 10 5 @ Est. \$970.00 ea., 1 @ Est. \$718.00, 1 @ Est. \$1,360.00, 10 10 @ Est. \$2,160.00 And 1 @ Est. \$2,470.00 \$5,220.00) * = \$39,530.00 \$38,258.00	
Buying Services (33 26 @ Est. \$2,030.00 ea. And 2 @ \$1,695.00) * = \$66,990.00 \$56,170.00	
Buying Review Services (33 28 @ Est. \$335.00 ea.) * = \$11,055.00 \$9,380.00	
Right of Way Management (34 30 @ \$1,230.00 ea.) * = \$41,820.00 \$36,900.00	
Relocation Services Personal Property Move Only (2 @ \$1,752.00 ea.) * = \$3,504.00	
Relocation Review Services Personal Property Move Only (2 @ \$435.00 ea.) * = \$870.00	

<i>Subtotal Not-to-Exceed Fee</i>	<i>\$226,927.00</i>
Contingency (Est. 10%, as required)	\$24,200.00
<i>Total Not-to-Exceed Fee</i>	\$265,985.00 <i>\$226,927.00</i>

*Unit prices shown are estimates only. Actual amounts to be invoiced will be based on actual subconsultant's invoices and in accordance with actual services provided based on the approved INDOT rate schedule effective at the time of performance of services.

This contract amendment decreases the current fee of ***\$265,985.00*** by ***\$39,058.00*** to ***\$226,927.00***. All other terms and conditions as set forth in the original contract dated June 21, 2021, shall remain in full force and effect, except as herein modified.


The undersigned attests, subject to the penalties for perjury, that he is the CONSULTANT, or that he is the representative, agent, member or officer of the CONSULTANT that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

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

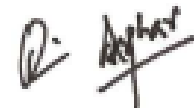
CONSULTANT

DLZ Indiana, LLC



Laurie D. Johnson, PE
Vice President

Attest:



Qasim Asghar
ROW & Utilities Department Manager

LOCAL PUBLIC AGENCY

**Tippecanoe County Board of
Commissioners**

David Byers
President

Tracy Brown
Vice President

Thomas Murtaugh
Member

Attest:

Bob Plantenga
Tippecanoe County Auditor