

SUPPLEMENTAL CONTRACT AMENDMENT NO. 2

This supplemental contract is made and entered into this _____ day of _____, 2016, by and between the **City of Franklin**, acting by and through its proper officials, hereinafter referred to as the "OWNER", and **HWC Engineering**, hereinafter referred to as "HWC".

WITNESSETH

WHEREAS, the Client on June 16, 2015, entered into a PROFESSIONAL SERVICES AGREEMENT, providing for the necessary preliminary engineering services required in connection with the City of Franklin King Street and I-65 Gateway Design project and entered into a supplemental agreement (Supplemental Contract Amendment No. 1) on February 16th, 2016 for additional preliminary engineering services. This contract is being amended to provide for the completion of these services through the provision of the following additional services:

Appendix A is amended to read as follows:

1. *Right of Way (Row) Services:*

- a. The scope of the Right of Way Services work was modified in May of 2016 to provide additional property acquisition services for two affected tax parcels related to the Thompson Farms Property north of King Street on Paris Drive.
 - i. Total additional fees associated with these services is **\$6,330**

WHEREAS, work performed under this contract will result in the following compensation changes; the total amount of Phase 4 Design & Bidding Services will increase from a lump sum total of **\$696,988** to a lump sum total of **\$703,318**. The total net amount of this supplemental contract is **\$6,330**.

[Signature page follows]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears within this Agreement.

In Witness Whereof, the CONSULTANT and the OWNER have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

HWC ENGINEERING
(HWC)

CITY OF FRANKLIN
REDEVELOPMENT COMMISSION
FRANKLIN, INDIANA
(OWNER)

Edward P. Jolliffe, President

Bob Heuchan, President

Richard Wertz, Vice-President

BJ Deppe, Secretary

Keith Fox

Paul Buening

Attest:

Attest:

Signee Name and Title

(Signature)

(Print or type name and title)