AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES
Amendment No. 2

I. **Background Data:**

1) Effective Date of Original Agreement: October 6th, 2022

2) Owner: Town of Bristol, Indiana

3) Engineer: Jones Petrie Rafinski Corp

4) Project: **Water System Improvements Project**

II. **Purpose of Modifications:**

This amendment includes a modification of the fee structure specific to the various established project phases as defined in the Original Agreement executed on October 6th, 2022, between the Owner and Engineer. The project phases, sometimes referred to as "billing groups", "billing phases" and/or "service categories," are observed by both the Owner and Engineer as part of this project, to remain in compliance with certain Indiana Finance Authority requirements specific to the same.

The specific fee budgets assigned to each of the several service categories, as shown on page 2 herein, are estimated budgets for individual tasks only. It is common throughout the preliminary surveying and engineering phases that less time is spent within one area of the assignment while additional time/effort is spent within others, thereby making a project phase appear "under budget" or "over budget" depending on the actual level of effort and/or activity that has taken place.

In order to address this issue to the satisfaction of not only the Indiana Finance Authority, but also to the Owner and Engineer on this project, it is necessary to confirm the Engineer's ability in writing via this amendment to lower and/or increase the individual phase, or billing group, budgets to reflect the actual work completed and fee invoiced, as much as required, but without causing an increase (or decrease) to the overall fee that the project including previously agreed upon amendments.

III. **Description of Modifications:**

During water system planning efforts with Town Staff, and in conjunction with INDOT road reconstruction project(s) along SR 120 and adjacent to the current water main project, additional water system improvements were identified. The water system improvements proposed would be much cheaper to complete by combining with the INDOT scope and reducing restoration costs. The Town requests that this work be included in the capital improvement project currently under construction. This modification includes additional design phase services, including survey, design drawings, permit acquisition and significant coordination with INDOT and local utility authorities. This modification also includes additional construction phase services, construction administration, and full-time onsite inspection.

The primary objective of the additional water main improvements is to eliminate aging asbestos cement pipes and existing valves in the middle of the high-traffic intersection of SR 15 (Division St) and SR 120 (Vistula St). Relocating the water main and valves outside of this intersection will provide safer access for town staff. The work can be described as:

- Near the western end of the current project on Vistula, the expanded scope will extend new water main west on SR 120, across SR 15, to replace the aging asbestos cement piping. This scope will include adjustments of the water service to two businesses and reconnection of 3 homes.

- A new crossing of the St Joseph River at Apollo St will be added to replace and relocate the aging water main currently located under the Division St Bridge. The relocation of this connection between the north water main loop and the main downtown distribution system will also relocate the valves to a more favorable location away from traffic. No water services will be displaced or impacted by this new river crossing.

- Abandonment of water mains under the Vistula St (SR 120) and Division St (SR 15), relocating the three main water valves located in the pavement of this intersection to locations move favorable for safe operation and maintenance by Town Staff.

As part of this new scope, JPR has submitted a Preliminary Engineering Report Amendment to SRF for use of contingency funds for the construction change order. The SRF has granted approval for this scope.

This also includes additional services and construction administration associated with Town requested change orders and actions necessary to manage the delays caused by the Contract B general contractor in 2026.

Pursuant to the discussion in Section II above, and effective both retroactively back to the effective date of the original agreement as noted above and until completion of the services rendered in the future, this amendment hereby formally grants the Engineer permission to add fees as noted below, with the Town's acknowledgment that these fees will be obtained through the allocated contingency fund associated with this project. Compensation will not exceed **the total Lump Sum amount** unless approved in writing by the Owner via future amendments to the agreement that are executed by both parties.

(REVISED) ENGINEER FEE STRUCTURE

Phase No.	Phase Task	Current Fee	Fee Change	Revised Fee
		Amendment No. 1		Amendment No. 2
1	Study and Report Phase	$30,000.00	$ -	$30,000.00
2	Preliminary Design Phase	$560,000.00	$ -	$560,000.00
3	Final Design Phase	$300,000.00	$48,000.00	$348,000.00
4	Bidding and Negotiating Phase	$51,000.00	$ -	$51,000.00
5	Construction Phase - Const Admin	$412,232.27	$90,000.00	$502,232.27
6	Post-Construction Services	$60,000.00	$ -	$60,000.00
7	RPR (Inspection)	$391,000.00	$108,000.00	$499,000.00
8	Easement Assistance	$46,767.73	$ -	$46,767.73
9	Direct Expenses	$40,000.00	$ -	$40,000.00
	TOTAL	**$1,891,000.00**	**$246,000.00**	**$2,137,000.00**

IV. SCHEDULE:

This amendment adds four (4) months to the services provided associated with this project. Construction Admin and RPR services in 2027 are not included in this Amendment.

V. COMPENSATION:

This amendment extends the monthly rates previously established in the contract for each of the Phases noted in the table above. The new total for this contract will be $2,137,000.00. This amendment **increases** the total compensation to be paid to the Engineer associated with the provided services.

VI. CONCLUSION:

Owner and **Engineer** hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The "Effective Date" of this Amendment is November 5th, 2026.

OWNER:	**ENGINEER**:
Town of Bristol, Indiana	**Jones Petrie Rafinski Corp.**
By:	By:
Print Name: Jeff Beachy	Print Name: Kenneth Jones, Jr., PS
Title: Town Council President	Title: Chief Financial Officer
Date Signed:	Date Signed: 11/5/2026