

Mr. Tim Gropp
Town Manager
Town of McCordsville
6280 W 800 N
McCordsville, IN 46055

**Re: Town of McCordsville McCord Square Project
Civic Dr & Promenade St Construction
Amendment No. 1**

BACKGROUND

Owner and Engineer entered into an Agreement for Professional Services effective November 25, 2024 (the "Agreement"), utilizing EJCDC E-520-2020 Short Form of Agreement Between Owner and Engineer for Professional Services. All tasks from the original contract including Topographical Survey, Road Plan Development, Utility Coordination, and Project Management have been completed as specified. Owner and Engineer now desire to amend the Agreement as set forth below.

AGREEMENT

Owner and Engineer agree to modify and amend the Agreement as follows:

Section 1 – Modifications to Part 1 – Agreement

1.01 Scope of Services: The following services are added to the Engineer's scope of services: Additional Design Services for Project Refinements and McCord Square Storm System. The complete description of additional services, deliverables, assumptions, and approach is set forth in **Exhibit A – Amendment No. 1 Scope of Work**, attached hereto and made a part of this Amendment.

1.02 Compensation: Part 1, Section 3 (Payment) of the Agreement is amended as follows:

- A. Owner shall transfer Five Thousand Dollars (\$5,000.00) from Construction Phase Services (hourly not-to-exceed task) to Amendment No. 1 tasks.
- B. Owner shall pay Engineer for the additional services described in Section 1.01 above the sum of Forty Thousand Dollars (\$40,000.00), payable as a lump sum.
- C. The total compensation due Engineer under the Agreement shall be increased by a net amount of Thirty-Five Thousand Dollars (\$35,000.00).

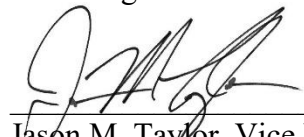
1.02 Times for Rendering Services: All services described in Section 1.01 above have been completed in accordance with Owner's direction and project requirements.

Section 2 – Effective Date, Ratification, and Confirmation

2.01 The effective date of this Amendment is the date indicated above.

2.02 Except as modified by this Amendment, all provisions of the Agreement remain in effect. The parties hereby ratify and confirm the Agreement as amended by this Amendment.

Please sign and return this letter as confirmation of your receipt and agreement to the changes noted.



Jason M. Taylor, Vice President
Burgess & Niple, Inc.

November 6, 2025
Date

Tim Gropp, Town Manager
Town of McCordsville

Date

Attachments: Scope of Work

Amendment No. 1

Town of McCordsville – Civic Dr. and Promenade St. Hancock County, Indiana

I. INTRODUCTION

Burgess & Niple, Inc. (B&N) is submitting Amendment No. 1 to document additional services provided in response to the Town of McCordsville's evolving project needs and requirements for the Civic Drive and Promenade Street Construction project. All tasks from the original contract dated November 25, 2024, were completed as specified.

This amendment reflects additional services beyond the original scope that were necessary to complete design refinements and adjustments requested by the Town to align with updated Town standards and project requirements, accommodate future development within McCord Square, and complete the bidding process.

II. SCOPE OF WORK ADDED

The goal of this amendment was to accommodate future development within McCord Square by providing the necessary engineering services for enclosed storm system design, and to complete design refinements based on Town direction and updated specifications. This work ensured the roadway infrastructure could support planned development and met the Town's current standards and requirements.

The following services were provided:

Additional Design Services for McCord Square Storm System and Project Refinements

B&N completed additional survey work to stake the proposed enclosed storm system to accommodate future development within McCord Square. A comprehensive hydraulics report was prepared to determine the enclosed storm system sizing and location for the future development, including all associated redesign work. This required extensive coordination with the development team and their consultants to obtain necessary information for proper system design and integration with existing infrastructure.

The design of Civic Drive and Promenade Street was redesigned based on Town direction and evolving project specifications. This included revisions to horizontal and vertical alignments, typical sections, grading plans, drainage design, and pavement markings to meet updated Town standards. The Contract Information Book was revised to align with updated Town specifications and contract documentation requirements provided by the Town.

The project was advertised two times instead of the originally anticipated single advertisement to accommodate the design refinements and Town requirements. B&N prepared revised advertisement materials, coordinated the second bid letting with Town staff, responded to contractor questions, and compiled bid tabulation materials for both lettings.

Additional coordination and project management services were provided throughout the amended scope, including multiple coordination meetings with Town staff and McCord Square developers, additional progress reporting, and technical support for Town review and approval processes.

ASSUMPTIONS AND APPROACH

The following assumptions and approach guided the additional work execution:

- The enclosed storm system design was based on development plans and information provided by the Town, McCord Square developers and their consultants
- Survey staking was performed based on preliminary storm system layout approved by the Town and development team
- Hydraulic calculations followed Town of McCordsville design standards and Indiana Design Manual requirements
- Design refinements for Civic Drive and Promenade Street reflected updated Town direction and specifications to meet current Town standards
- The Contract Information Book revision incorporated updated Town specifications and contract documentation standards provided by the Town
- Coordination and communication with Town staff and McCord Square developers occurred throughout to review findings and ensure alignment with project requirements
- The second advertisement reflected project schedule adjustments and incorporated design refinements requested by the Town
- All engineering services were provided in accordance with Town of McCordsville Design Standards and Specifications, Indiana Design Manual (IDM), and MUTCD standards

III. DELIVERABLES

B&N provided the following deliverables:

- Survey exhibit showing staked enclosed storm system for McCord Square Development
- Hydraulics Report including drainage area analysis, storm system layout plan, hydraulic calculations and capacity analysis, pipe sizing and structure locations, and connection details to existing infrastructure
- Revised construction plans for Civic Drive & Promenade Street including updated plan and profile sheets, revised cross sections, updated grading plans, revised drainage plans, and updated pavement marking and signing plans
- Revised Contract Information Book per updated Town specifications
- Second advertisement package and bid documents

IV. PROJECT COSTS

The following table summarizes the contract values for the Town of McCordsville Civic Drive & Promenade Street Construction under this amendment.

The fee breakdown for the amended services will be as follows:

Description	Fee
Construction Phase Services – Transfer to Amendment No. 1 Task	(\$5,000.00)
Additional Designer Services to Project Refinements and McCord Square Storm System	\$40,000.00
Amendment to Existing Contract (Net Increase) TOTAL=	\$35,000.00

It is assumed all services for this project will utilize a lump sum fee form agreement.

V. CONCLUSION

The additional services documented in this amendment were authorized and requested by the Town of McCordsville and were completed in accordance with the Town's direction and project requirements.