

AMENDMENT NO. 1 TO OWNER-CONTRACTOR AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Contractor Agreement: October 14, 2025
- b. Owner: City of Lawrence Utilities
- c. Contractor: American Structurepoint, Inc.
- d. Project: SSO Corrective Action Plan: Wet Weather Storage Basins

2. Nature of Amendment

- Additional Services to be performed by Contractor
- Modifications to Payment to Contractor

3. Description of Modifications

Attachment 1, "Modifications"
Exhibit A-1, Scope of Services

Owner and Contractor 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 the date of the latest required signature.

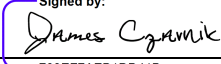
OWNER:

By: _____

Title: _____

Date Signed: _____

CONTRACTOR:

Signed by:


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By: James Czarnik

Title: Technical Director

Date Signed: 4/24/2026

This is **Attachment 1**, consisting of one page, to Amendment No. 1.

Modifications

1. Section A is modified to read as follows:

The Contractor agrees to perform the following services: see Exhibit A **and Exhibit A-1**

2. Section D is modified to read as follows:

Owner agrees to compensate Contractor a **total fee not to exceed \$287,488**. Please refer to Exhibit C.

Study and Report Phase	\$237,600
Land Acquisition Services	\$34,588 (unit costs)
Survey Services	\$15,300
Preliminary Design Phase	Fee To be Determined
Final Design Phase	Fee To be Determined
Bidding and Negotiating Phase	Fee To be Determined
Construction Administration	Fee To be Determined
Construction Inspection	Fee To be Determined
Post Construction	Fee To be Determined

3. Exhibit C2.01, Section A.1 is completely replaced to read as follows:

1. A lump sum amount of \$252,900 based on the following estimated distribution of compensation:

- a. Study and Report Phase \$237,600
- b. Survey Services \$15,300
- c. Preliminary Design Phase TBD
- d. Final Design Phase TBD
- e. Bidding and Negotiating Phase TBD
- f. Construction Phase (admin) TBD
- g. Post-Construction Phase TBD

4. Exhibit C2.02 added to read as follows:

Section C2.02 Compensation for Basic Services – Unit Based Method of Payment

Owner agrees to compensate Contractor based on Contractor’s unit costs times the actual number of units performed, plus authorized reimbursable expenses, for a total fee not to exceed \$34,588.

Exhibit A-1

A. Land Acquisition Services

American Structurepoint will provide the following as part of our right-of-way land acquisition services for an assumed two (2) parcels, plus one (1) contingency parcel. See Exhibit A and Exhibit B.

1. Right-of-Way Management

- a. American Structurepoint shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the project is clear for construction bidding, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and Owner.

2. Appraisal

- a. American Structurepoint will perform real estate appraisals and prepare appraisal reports per State and Local regulations, as applicable.
- b. Per IC 36-1-10.5.5, American Structurepoint will provide two (2) appraisals for any parcel with compensation over \$25,000 unless instruction otherwise by Owner.

3. Negotiation/Buying

- a. American Structurepoint shall make every reasonable effort to acquire assigned parcels expeditiously through prequalified buyers.
- b. American Structurepoint shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the Owner as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. American Structurepoint shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished to the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, American Structurepoint shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by American Structurepoint and approved by Owner.
- d. A revised offer and summary statement of just compensation will be provided by the owner if:
 - 1) The extent of the taking is revised; or
 - 2) The approved estimate of just compensation is revised by the Review Appraiser.

- e. American Structurepoint shall maintain adequate records to include a report for each parcel containing but not limited to:
 - 1) The date and place of contact
 - 2) The parties of interest contacted
 - 3) The offer made
 - 4) The counteroffer or reasons offer was not accepted
 - 5) The signature of the buyer, date, and initialed by the person contacted
 - f. When attempts to buy are unsuccessful, American Structurepoint shall record his recommendation for action and submit it to the Owner.
 - 1) The recommendation will consider administrative settlement, including the amount of settlement and reasons for a settlement.
 - 2) Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.
 - g. American Structurepoint shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.
 - h. American Structurepoint shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.
 - i. If condemnation services are required, American Structurepoint can provide them as an Additional Service.
4. Recording
- a. American Structurepoint shall have the conveyance documents and any other documents necessary for recordation recorded in the appropriate County immediately following land acquisition payment to the landowner, unless the Owner notifies American Structurepoint that the Owner will do all recordations. American Structurepoint shall verify that respective county guidelines are met prior to recording.
5. Relocation
- a. American Structurepoint shall make every reasonable effort to expeditiously complete relocation activities for assigned parcel(s) through services of an INDOT prequalified relocation agent.
 - b. American Structurepoint shall make prompt contact with the displacee to explain all Relocation entitlements for which the displacee is eligible. In accomplishing the above, American Structurepoint shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative and explain all relocation entitlements. When all efforts to make personal contact have failed, or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.

- 2) No later than the first contact when the relocation entitlements are discussed, American Structurepoint shall give the owner a brochure describing the relocation process and the owner's rights, privileges, and obligations.

B. Survey Services

1. Retracement and Original Survey

- a. American Structurepoint Inc. will prepare a Retracement/Boundary Survey and Original Survey of the above-mentioned property in Lawrence, Indiana. The survey will be completed adhering to the requirements in compliance with Title 865 IAC 1-12 of the INDIANA ADMINISTRATIVE CODE, which establishes minimum standards for the competent practice of land surveying. The original survey will be performed for the area to be acquired from 6950 Oaklandon Road and the retracement survey will be completed for 7006 Oaklandon Road.
- b. Property/deed research
- c. Establish horizontal control
- d. Section corner and property corner tie-in
- e. Site survey. No site improvements will be located except for those in close proximity to the boundary lines established by this survey.
- f. Search for the presence of existing property corners
- g. Set missing property corners
- h. Land Surveyors review

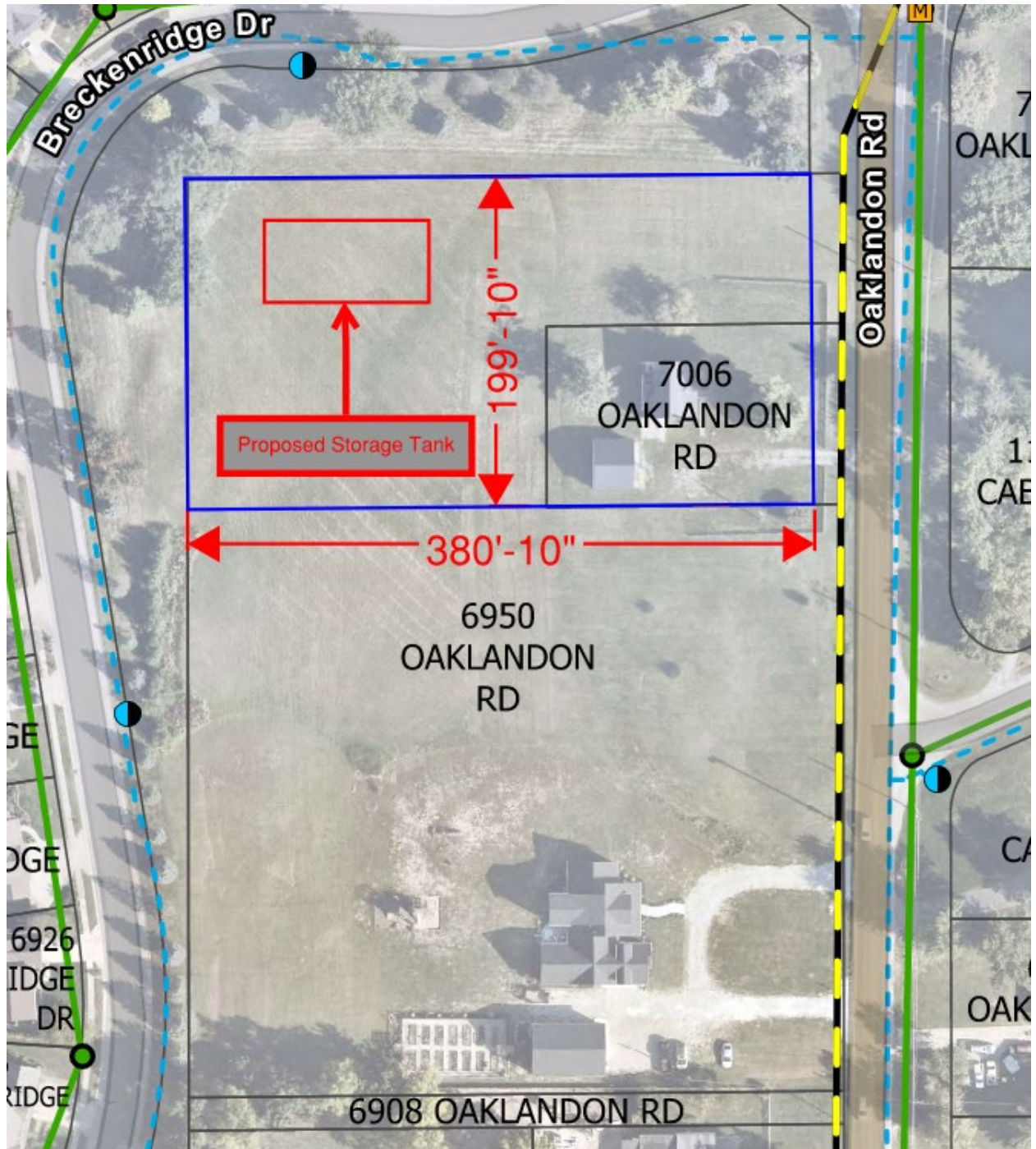
2. Prepare Legal Descriptions and Exhibits

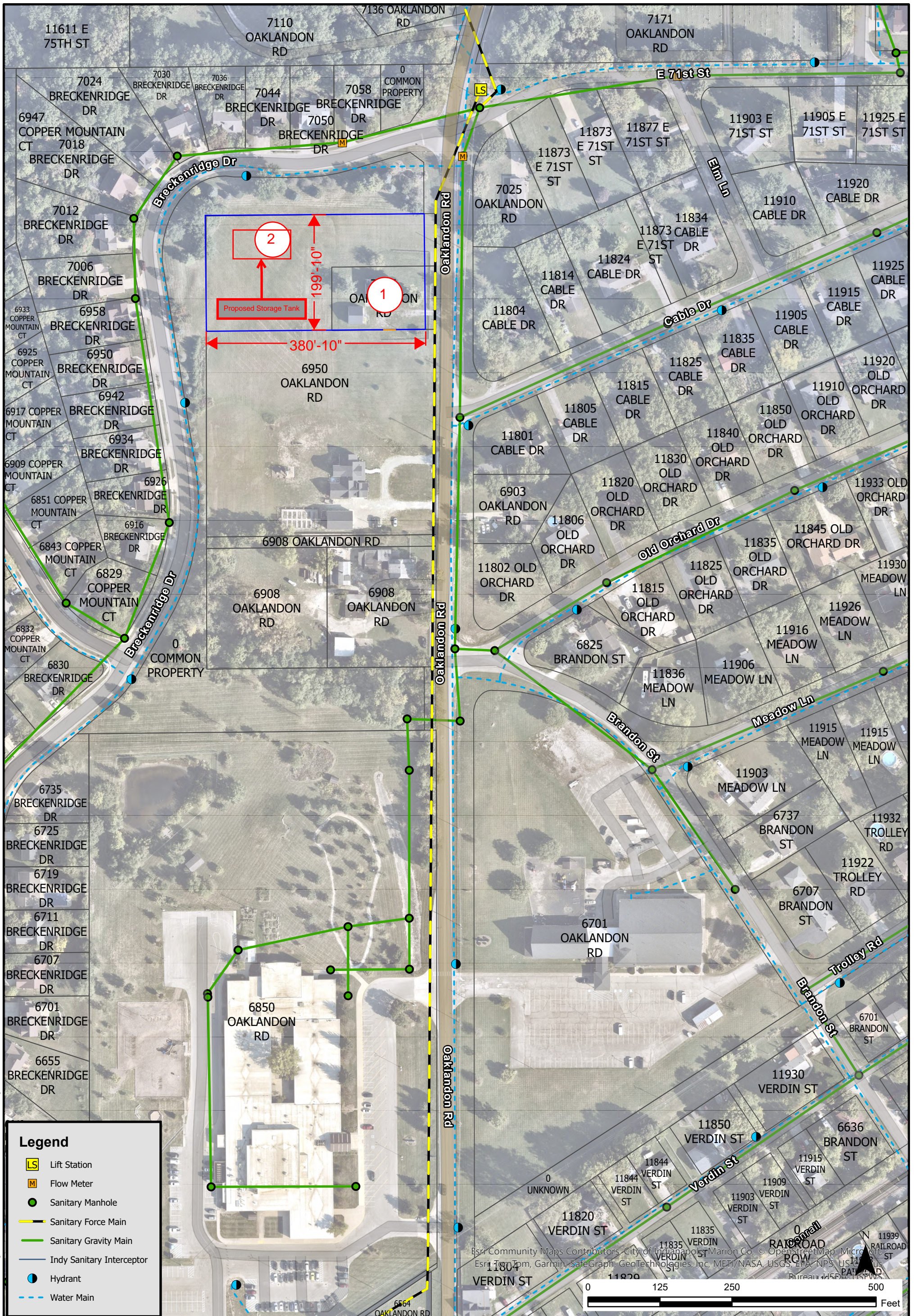
- a. Preparation of one Legal Description for the proposed area to be acquired from 6950 Oaklandon Road
- b. Preparation of one overland description consolidating the area acquired from 6950 and the property described for 7006 Oaklandon Road

3. Parcel Split Coordination

- a. American Structurepoint will route the legal descriptions/exhibits and required paperwork for the Marion County Assessor's Office to the owner and interested parties. We will then deliver signed copies of the parcel split documents to the County Assessor's Office for approval. Please note that the taxes must be paid and up to date on the existing overall parcel in order for the Assessor's Office to split the parcels. Application fees are not included.

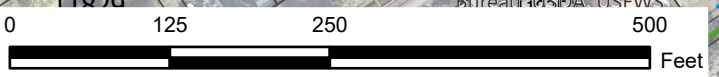
Survey Limits





Legend

- LS Lift Station
- M Flow Meter
- Sanitary Manhole
- Sanitary Force Main
- Sanitary Gravity Main
- Indy Sanitary Interceptor
- Hydrant
- - - Water Main



71st St SSO Basin

City of Lawrence Utilities
9001 E 59th St, Ste. 300
Lawrence, IN 46216

EXHIBIT A - LAND ACQUISITION PARCELS

Path: \\indy\SANIP\Projects\2024\0311\3D Drawings\ArcView\Exhibits\2024-0311\1.LawrenceSSOBasins.aprx Date: 2/18/2026 User: henabmit

