

**DIANNA L. TINKLER**

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**AMENDMENT TO RIGHT OF WAY SERVICES CONTRACT  
BUNTON CREEK INTERCEPTOR, PHASES 3.1 and 3.2  
CITY OF KYLE  
July 26, 2017**

**SCOPE**

Amendment to Right of Way Services Contract executed May 17, 2012, and amended on March 25, 2013, between City of Kyle and Dianna L. Tinkler to incorporate a change in scope for right of way negotiations to be performed in compliance with the Texas Department of Agriculture Grant (TxCDBG Contract No.7216212) for the Bunton Creek Interceptor for Phase 3.2, which requires the acquisition of four wastewater easements from Schlottt, Jansen, Lehman and Walton Texas, LP. In addition, this amendment includes right of way negotiations for Phase 3.1, which requires the acquisition of one wastewater easement from WC Kyle 200, LP and one temporary construction easement from Bunton Creek HOA, Inc. for the Bunton Creek Interceptor in Kyle, Texas.

**I. Right of Way Negotiations**

340 hours @ \$110/hour \$37,400.00

**TOTAL HOURS**

**\$37,400.00**

**II. Materials**

A) Mileage (1650 miles @ \$0.535)	\$882.75
B) Postage (\$20 per parcel x 6 parcels)	120.00
C) Copies (1800 copies @ \$0.20/copy)	360.00
D) Recording Fees (\$100 x 5 parcels)	<u>500.00</u>

**TOTAL MATERIALS**

**\$1,862.75**

**TOTAL NOT TO EXCEED**

**\$39,262.75**

This amendment addresses the change in scope for wastewater easement acquisition in compliance with TDA requirements. Any additional utilities or change in scope to the Bunton Creek Interceptor project may require an amendment to the right of way services contract.

**Submitted By:**



**Dianna Tinkler**

**Date:**

8/3/2017

**Approved By:**

**R. Todd Webster, Mayor, City of Kyle**

**Date:**