



More than a Project™

AMENDMENT NO. 1
TO AGREEMENT
BETWEEN
CITY OF GREENFIELD, INDIANA
AND
WESSLER ENGINEERING, INC.
FOR
SAWMILL OFFSITE DRAINAGE IMPROVEMENTS

THIS AMENDMENT NO. 1 to existing AGREEMENT, entered into by and between the City of Greenfield Board of Public Works and Safety, 10 S. State Street, Greenfield, IN 46140 (hereinafter named OWNER) and Wessler Engineering, Inc., 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER) dated April 24, 2018:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE II
ADDITIONAL PROFESSIONAL SERVICES
SHALL BE AMENDED AS FOLLOWS:

- A. Upon successful completion of the Bidding Phase for the PROJECT, ENGINEER shall assist, as requested by the OWNER, with Construction Administration and Construction Observation services that may include the following:
1. Assist with general administration of the construction contract
 2. Attend the pre-construction conference
 3. Review construction schedules
 4. Visit the construction site and provide observation of construction
 5. Provide recommendations regarding defective work
 6. Provide clarifications and interpretation of the drawings and contract documents
 7. Assist with change orders
 8. Evaluate and determine acceptability of substitutes or equal materials
 9. Assist with pay applications
 10. Assist with substantial completion documentation

B. Easement Exhibit Services:

Following the OWNER's approval of the proposed drainage improvement construction limits, prepare descriptions and exhibits (per IAC 865 1-12) for each affected property owner. The ENGINEER will locate available section corners and property corners, and will prepare a surveyor's report. The estimated fee is based on preparing drainage easement and access easement exhibits for 2 parcels. If easement staking is required, it will be performed as an additional service.

**ARTICLE V
COMPENSATION
SHALL BE AMENDED AS FOLLOWS:**

In accordance with the terms and conditions of the Agreement, ENGINEER shall provide the professional services for which OWNER shall compensate ENGINEER as follows:

A. Compensation for Additional Professional Services described in Article II shall be on a time and materials basis and will not exceed the following amounts:

1.	Construction Administration and Observation	\$10,000.00
2.	<u>Easement Exhibit Services</u>	<u>\$8,500.00</u>
	Total Engineering Fee	\$18,500.00

All other terms and conditions contained in the Agreement shall remain unchanged and continue in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to existing Agreement, this _____ day of _____, 2019.

ENGINEER
WESSLER ENGINEERING, INC.



Mary K. Atkins, P.E., CPESC
Vice President



Attest: _____
Jeremy A. Burns, P.E., P.L.S.
Senior Project Manager II

OWNER
GREENFIELD BOARD OF PUBLIC WORKS AND SAFETY

Mayor Chuck Fewell

Katherine Locke

Larry Breese

Kelly McClarnon

Glenna Shelby

Date: 1/14/2019

Date: _____

ADDRESS FOR GIVING NOTICE:

Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:

City of Greenfield
10 S. State Street
Greenfield, IN 46140

mka/ Y:\02 PROPOSALS\Greenfield P\P03110 Greenfield Sawmill Downstream Drainage Study

Attachments: No. 1 – 2019 Hourly Rate and Reimbursable Expense Schedule