

SPEEDWAY TOWN COUNCIL

RESOLUTION NO. 2012-18

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SPEEDWAY, INDIANA APPROVING AN AMENDMENT TO AN
ENGINEERING CONTRACT WITH COMMONWEALTH
ENGINEERING, INC. FOR ADDITIONAL SERVICES**

WHEREAS, the Town of Speedway, Indiana (the "Town") has heretofore established, constructed and financed a municipal sanitary sewer works and now owns and operates the system; and

WHEREAS, the Town has previously determined that certain improvements are necessary to the sanitary sewer system of the Town; and

WHEREAS, Commonwealth Engineering, Inc. was awarded the contract for certain work and now due to an extension of the construction schedule requires additional work for construction engineering and inspection services.

NOW THEREFORE BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF SPEEDWAY, INDIANA:

1. The Council approves the amendment to the contract in an amount not to exceed \$80,000.00 as outlined in "Attachment A" hereto payable from funds through the State Revolving Loan Fund.

2. The Council authorizes the Town Manager to execute the contract and take the administrative steps necessary to approve the contract.

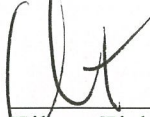
*Ann Curbox
Common*

PASSED BY the Speedway Town Council this 9th day of June 2012.

TOWN COUNCIL OF THE TOWN OF
SPEEDWAY, INDIANA

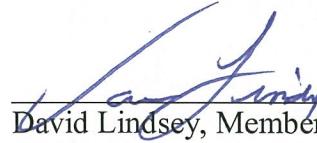


William Suffel, President



Eileen Fisher, Vice President

Jeff Hartman, Member



David Lindsey, Member

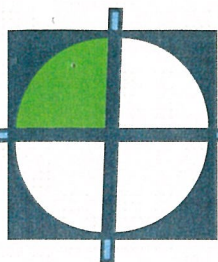


Gary L. Raikes, Member

ATTEST



Sharon L. Zishka
Clerk-Treasurer



July 9
Council
meeting

June 12, 2012

Ms. Barbara Lawrence, Town Manager
Town of Speedway
1010 Main Street
Speedway, IN 46224

**RE: Town of Speedway Sewer Separation Project Divisions A and B
RPR and Construction Engineering Budget**

Dear Barbara:

As required by our agreement, we are giving you advance notice that we will be reaching our maximum estimated RPR (inspector) contract amount for the Speedway Sewer Separation Project, Division B on approximately July 9, 2012, which was the original substantial completion date for this project. So, before we reach that point we will need your authorization to incur additional costs after that time.

The additional costs can be attributed to the additional time that Howell Contractors requires to complete their work. As you know, we have seen some relatively good weather for that past year of construction. But, as we approach the original completion date we are reminded by Howell's May 2012 progress meeting schedule that they do not project being substantially complete until October 3rd, 2012.

Based on what we know today, we estimate the following need:

- A. Construction Engineering: \$20,000.00 (an additional 3-months)
- B. RPR Services: \$60,000.00 (an additional 3-months)

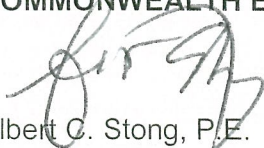
These services are hourly and the additional budgeted funds will only be accessed as needed.

We are attaching two (2) copies of the contract amendment (Task Order) for your review and signature. If this is acceptable to you, please execute, retain one for your copy, and return the other to my attention.

Please do not hesitate to contact us if you have any questions, comments, or concerns.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Albert C. Stong, P.E.

ACS/RMK/nmp
Enclosures

7256 Company Drive
Indianapolis, IN 46237
Phone: (317) 888-1177
Toll Free: 1-800-289-1177
Fax: (317) 887-8641

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2012-01

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: June 28, 2010
- b. Owner: Town of Speedway
- c. Engineer: Commonwealth Engineers, Inc
- d. Project: Town of Speedway – Sewer Separation Project S10055

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
 - 1) Provide additional Construction Engineering Services due to extended construction contract.
 - 2) Extend RPR Services due to extended construction contract.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - 1) Additional Construction Engineering Services: \$ 20,000
 - 2) Additional RPR Services: \$ 60,000
 - Total Hourly Not-to-Exceed Amount \$ 80,000
- c. The schedule for rendering services is modified as follows:
 - 1) The schedule for this work will be extended from the original substantial completion date for construction (July 9, 2012) to October 3, 2012.
- d. Other portions of the Agreement (including previous amendments, if any) are modified as follows: None.

3. Agreement Summary (Reference only)
- | | |
|-------------------------------------|-----------|
| a. Original Agreement amount: | \$ --- |
| b. Net change for prior amendments: | \$ --- |
| c. This amendment amount: | \$ 80,000 |
| d. Adjusted Agreement amount: | \$ --- |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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 _____, 2012.

OWNER:

ENGINEER:

TOWN OF SPEEDWAY

COMMONWEALTH ENGINEERS, INC.

By: Barbara A. Lawrence
Barbara A. Lawrence
Title: Town Manager

By: Albert C. Stong
Albert C. Stong, P.E.
Title: Vice President

Date Signed: 6/18/12

Date Signed: 6/12/12

Attest:

Attest:

By: Michelle Lidy
6/18/12
Title: EXECT. ASSISTANT

By: Regina Kethana
Title: PM