

RESOLUTION NO. 2013-33

A RESOLUTION APPROVING AN AMENDMENT TO A CONTRACT WITH AMERICAN STRUCTUREPOINT FOR CONSTRUCTION INSPECTION SERVICES FOR THE DRINKING WATER PLANT CAPITAL IMPROVEMENT PLAN

WHEREAS, the Town of Speedway, Indiana (the "Town") is responsible for the design, maintenance, construction and replacement of a drinking water system within the Town; and

WHEREAS, the Town has previously determined that capital improvements are required to meet continue to meet environmental, safety and water quality standards at the Town's drinking water plant; and

WHEREAS, an award has previously need made to American StructurePoint to provide design, engineering and construction inspection services; and

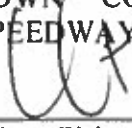
WHEREAS, is has been determined that an increase in the total number of hours is required for the project..

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

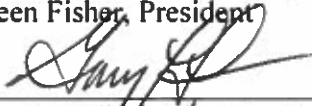
1. The Council approves an amendment to an existing American Structurepoint contract approved for the scope of work as outlined in Attachment A hereto.
2. The Council approves an Amendment in an amount not to exceed \$26,805 for a total not to exceed amount of \$ 123,915. Funds for the amendment will be expended from the State Revolving Fund.
3. The Town Manager is authorized to sign the contract amendment.

PASSED BY the Speedway Town Council this 11th day of November 2013.

TOWN COUNCIL OF THE TOWN OF
SPEEDWAY, INDIANA



Eileen Fisher, President



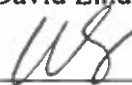
Gary L. Raikes, Vice President



Jeff Hartman

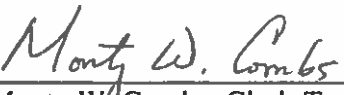


David Lindsey



William Suffel

Attest:



Monty W. Combs, Clerk-Treasurer

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November 29, 2010.

AMENDMENT 4 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: November 29, 2010
- b. Owner: Town of Speedway
- c. Engineer: American Structurepoint, Inc.
- d. Project: Speedway Water Works Source of Supply Improvements

2. Nature of Amendment

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"

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 the date of the latest required signature below.

OWNER:

ENGINEER:

Town of Speedway

American Structurepoint, Inc.

By: Barbara A. Lawrence

By: C. Snyder

Title: Barbara A. Lawrence, Town Manager

Title: Charles J. Snyder
Director of Inspection Services

Date Signed: 11.12.13

Date Signed: 11-6-13

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Modifications

1. Engineer's services are modified as follows:
 - A. Engineer will provide continued oversight on new water intake construction and also provide construction inspection and oversight for the Well Construction Project.
 - B. Engineer's fee assumes 35 weeks of construction activities at full-time oversight, plus 9 weeks of part-time oversight.
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - A. C.204.A.1 is revised to read as follows:
 1. *Resident Project Representative Services.* For Resident Project Representative services under Paragraph A.1.05.A.2 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any, not to exceed **\$123,915**.
 - B. *The total fee for services authorized under the Owner-Engineer agreement dated November 29, 2010, Amendment 1, Amendment 2, Amendment 3, and this Amendment 4 is increased by \$26,805 from \$494,150 to \$520,955.*