August 27, 2024

Mayor Guy Titus
Board of Public Works and Safety
10 South State Street
Greenfield, IN 46140

Re: Design PSA with American Structurepoint, Inc. – Amendment #4

Mayor and Board Members,

I requested the attached proposal from American Structurepoint, Inc. for Construction Inspection services for the Waterview Lift Station Relocation project. This proposal provides for full time inspection services for the duration of the project within the county fairgrounds easement and for part-time inspection for the remainder of the project within the Waterview subdivision. The attached Amendment #4 to the Professional Services Agreement with American Structurepoint that was approved on February 22, 2022 outlines the additional scope of work and associated costs for these services. The inspection services will be billed on an hourly basis and the proposals are based on a not-to-exceed amount. The total not-to-exceed amount for the project is $346,142.30.

At this time, I am requesting that the Board approve Amendment #4 to the Professional Services Agreement with American Structurepoint, Inc. for the Construction Inspection Services in the total amount not-to-exceed $346,142.30 for a total updated contract amount, not-to-exceed $676,377.30. A copy of the amendment and the supporting documents has been included for your review. Please let me know if there are any questions or if any other information is needed at this time.

Best Regards,

Nicholas Dezelan, CHMM, ASP
Wastewater Utility Manager

cc: Gregg Morelock – City Attorney

Wastewater Utility
809 South State Street: Greenfield, Indiana 46140
wwtp@greenfieldin.org
Phone 317-477-4360 Fax 317-477-4361

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
AMERICAN STRUCTUREPOINT
(ENGINEER)
AND THE CITY OF GREENFIELD BY AND THROUGH
IT'S BOARD OF PUBLIC
WORKS AND SAFETY (OWNER)

AMENDMENT #4

THIS AMENDMENT IS TO THE AGREEMENT made and entered into the 22nd day of February, 2022, by and between the Board of Public Works and Safety of the City of Greenfield (OWNER) and American Structurepoint (ENGINEER).

WITNESSETH

WHEREAS, circumstances have arisen which necessitate changes in the original AGREEMENT; and,

WHEREAS, such changes are directly related to the designated project as described in the original AGREEMENT as Engineering Services related to Waterview Lift Station Relocation Design (Project); and,

WHEREAS, ENGINEER is willing to perform said services.

NOW THEREFORE, for and in consideration of the above representation, OWNER and ENGINEER agree that the AGREEMENT should be amended as follows:

1. "Attachment A" is incorporated to this Amendment for additional scope of work definition and fee justification

2. ENGINEER's Compensation as called for in ARTICLE 8 of the original AGREEMENT shall be increased as follows:

Original	Amend #1	Amend #2	Amend #3	Amend #4	Total
$212,465.00	$51,270.00	$66,500.00	$0	Hourly NTE: $346,142.30	$676,377.30

3. All other terms and conditions of the AGREEMENT and prior amendments shall remain in full force and effect.

4. This AMENDMENT shall become effective on the latest date of execution by a required party.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT as set out below.

ENGINEER:
American Structurepoint, Inc.

_____
Signature

_____
Printed

_____
Title

_____
Date

OWNER:
GREENFIELD BOARD OF PUBLIC WORKS AND SAFETY

_____
Mayor Guy Titus, Chair

_____
Katherine Locke

_____
Larry Breese

_____
Brent Robertson

_____
Glenna Shelby

ATTEST:

_____
Lori Elmore
Clerk-Treasurer

_____
Date

EXHIBIT "A"

SERVICES BY PROFESSIONAL

A. ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section B below, the Professional will provide the Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the Professional are subject to approval by the City, and no personnel will be assigned to the project until the City's approval is obtained.

The Resident Project Representative will report to the City on all matters concerning contract compliance and administration.

The Resident Project Representative will coordinate project activities with City's project manager.

B. DESCRIPTION OF SERVICES

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the City concerning the schedule's acceptability.

2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City.

   The Professional shall be available for conferences as requested by the City to review working details of the project. The City may review and inspect the activities whenever desired during the life of the agreement.

3. Liaison: Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the City.

4. Cooperate: Cooperate with the City in dealing with various federal, state, and local agencies having jurisdiction over the project.

5. Obtain from the Contractor

   a. A list of his proposed suppliers and subcontractors

   b. Additional details or information when needed at the job site for proper execution of the work

6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.

7. Shop Drawings

   a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.

b. Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.

c. Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the Contract Documents.

8. Review of Work, Inspection, and Tests

a. Conduct on-site inspections for the City, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents

b. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the City

c. Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor.

d. Review the Contractor's test/certification results and the City's independent assurance tests for accuracy and retain in the project file

e. Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.

9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the City.

10. Records

a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents

b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the City.

c. Maintain for the City, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers

d. Maintain a set of drawings on which authorized changes are noted and deliver to the City upon request, but in any event, at the completion of the project

e. Prepare the Final Construction Record and Final Estimate as required by the City

11. Reports: Furnish to the City at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule

12. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the City for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.

13. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.

14. Work Schedule and Suspension: The Professional's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the City. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Professional may also be suspended without cost to the project.

15. Contract Administration: The Professional will administer the contract in accordance with City's procedures.

16. If directed by the City, the Professional shall prepare, as needed, design, survey, right-of-way, and other services consistent with the previous services that have been performed by the Professional on this project. These services will be performed and paid for based on an amendment to this agreement to be negotiated between the City and the Professional.

17. If the City requests services beyond the scope of this agreement and capabilities of the Professional, Professional will prepare an amendment to provide these services through a subconsultant approved by the City.

INFORMATION AND SERVICES TO BE FURNISHED BY CITY

The City shall furnish the Professional with the following.

1. A City's representative with decision-making authority on all inquiries
2. Assistance to the Professional by placing at its disposal all available information pertinent to the project

SCHEDULE

1. The Professional will be prepared to begin the services under this Agreement within five (5) days after a letter of notice to proceed is received from the City. The Professional shall complete and deliver the final project documents and final estimate to the Project Manager within sixty (60) days after the project's final acceptance by the City.
2. The assumed duration of the Project is 53 weeks.

EXHIBIT "A"

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

FULL TIME FAIRGROUNDS

CLIENT:	City of Greenfield, Indiana	
DESCRIPTION:	Waterview Lift Station Relocation On Waterview Blvd and E Park Ave 2021.02592	
LETTING:	August 1, 2024	Anticipated
NOTICE TO PROCEED:	September 1,2024	Anticipated
FAIR GROUNDS INTERMEDIATE COMPLETION DA	February 17, 2025	Anticipated
SUBSTANTIAL COMPLETION DATE:	August 1, 2025	Anticipated
FINAL COMPLETION DATE:	September 5, 2025	Anticipated

PRECONSTRUCTION ACTIVITIES:	9/1/2024	to	9/14/2024	=	2.00	weeks
CONSTRUCTION ACTIVITIES FULL TIME:	9/15/2024	to	2/15/2025	=	22.00	weeks
CONSTRUCTION ACTIVITES PART TIME	2/16/2025	to	8/2/2025	=	0.00	weeks
POST-CONSTRUCTION ACTIVITIES:	8/3/2025	to	9/6/2025	=	5.00	weeks
					29.00	weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

PROJECT MANAGER:

Regular time:	29.00	weeks	@	1	hours/week	=	29	hours
				PROJECT MANAGER TOTAL HOURS		**=**	**29**	**hours**

RESIDENT PROJECT REPRESENTATIVE

Preconstruction Activities:

Regular Time:	2.00	weeks	@	5	hours/week	=	10	hours

Construction Activities:

Regular Time:	22.00	weeks	@	10	hours/week	=	220	hours
Overtime (assume 0%)		220	@	0%		=	-	hours

Post-Construction Activities:

Regular Time:	5.00	weeks	@	10	hours/week	=	50	hours
				RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS		**=**	**280**	**hours**
				RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS		**=**	**-**	**hours**

INSPECTOR(S):

Construction Activities Full Time: (assume 1.00 inspector(s) needed):

Regular Time:	22.00	weeks	@	40	hours/week	=	880	hours
Overtime (assume 5%)		880	@	5%		=	44	hours
Part Time:	0.00	weeks	@	20	hours/week	=	-	hours
Overtime (assume 10%)		-	@			=	-	hours

Post-Construction Activities: (assume 0 inspector(s) needed):

Regular Time:	5.00	weeks	@	5	hours/week	=	25	hours
				INSPECTOR(S) TOTAL REGULAR HOURS		**=**	**905**	**hours**
				INSPECTOR(S) TOTAL OVERTIME HOURS		**=**	**44**	**hours**

EXPENSES

Mileage:								
Resident Project Representative	29.00	weeks	@	50	miles/week	=	1,450	miles
Inspector(s)	29.00	weeks	@	150	miles/week		4,350	miles
				TOTAL MILEAGE		=	**5,800**	**miles**

EXHIBIT "A"

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

FULL TIME FAIRGROUNDS

CLIENT: City of Greenfield, Indiana

DESCRIPTION: Waterview Lift Station Relocation
On Waterview Blvd and E Park Ave

		Rate	Units		Fee
Project Manager/Senior Engineer	$	258.25	29	$	7,489.39
Resident Project Representative (Regular)	$	211.77	280	$	59,295.28
Resident Project Representative (Overtime)	$	249.89	-	$	-
Inspector(s) (Regular)	$	149.79	905	$	135,557.90
Inspector(s) (Overtime)	$	176.75	44	$	7,776.98
Intern(s) (Regular)	$	87.81	-	$	-
Intern(s) (Overtime)	$	103.61	-	$	-
Mileage	$	0.670	5,800	$	3,886.00

Note: Rates are blended and escalated at 5.0% based on the anticipated construction durations.

TOTAL INSPECTION FEE **$ 214,005.55**

EXHIBIT "A"

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

			PART TIME REMAINING
CLIENT:	City of Greenfield, Indiana		
DESCRIPTION:	Waterview Lift Station Relocation On Waterview Blvd and E Park Ave 2021.02592		
LETTING:	August 1, 2024	Anticipated	
NOTICE TO PROCEED:	September 1,2024	Anticipated	
FAIR GROUNDS INTERMEDIATE COMPLETION DA	February 17, 2025	Anticipated	
SUBSTANTIAL COMPLETION DATE:	August 1, 2025	Anticipated	
FINAL COMPLETION DATE:	September 5, 2025	Anticipated	

PRECONSTRUCTION ACTIVITIES:	9/1/2024	to	9/14/2024	=	0.00	weeks
CONSTRUCTION ACTIVITIES FULL TIME:	9/15/2024	to	2/15/2025	=	0.00	weeks
CONSTRUCTION ACTIVITES PART TIME	2/16/2025	to	8/2/2025	=	24.00	weeks
POST-CONSTRUCTION ACTIVITIES:	8/3/2025	to	9/6/2025	=	0.00	weeks
					24.00	weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

PROJECT MANAGER:

Regular time:	24.00	weeks	@	1	hours/week	=	24	hours
				PROJECT MANAGER TOTAL HOURS		**=**	**24**	**hours**

RESIDENT PROJECT REPRESENTATIVE

Preconstruction Activities:

Regular Time:	0.00	weeks	@	5	hours/week	=	-	hours

Construction Activities:

Regular Time:	24.00	weeks	@	10	hours/week	=	240	hours
Overtime (assume 0%)		240	@	0%		=	-	hours

Post-Construction Activities:

Regular Time:	0.00	weeks	@	10	hours/week	=	-	hours
				RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS		**=**	**240**	**hours**
				RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS		**=**	**-**	**hours**

INSPECTOR(S):

Construction Activities Full Time: (assume 1.00 inspector(s) needed):

Regular Time:	0.00	weeks	@	40	hours/week	=	-	hours
Overtime (assume 5%)		-	@	5%		=	-	hours
Part Time:	24.00	weeks	@	20	hours/week	=	480	hours
Overtime (assume 10%)		480	@			=	-	hours

Post-Construction Activities: (assume 0 inspector(s) needed):

Regular Time:	0.00	weeks	@	5	hours/week	=	-	hours
				INSPECTOR(S) TOTAL REGULAR HOURS		**=**	**480**	**hours**
				INSPECTOR(S) TOTAL OVERTIME HOURS		**=**	**-**	**hours**

EXPENSES

Mileage:								
Resident Project Representative	24.00	weeks	@	50	miles/week	=	1,200	miles
Inspector(s)	24.00	weeks	@	150	miles/week		3,600	miles
				TOTAL MILEAGE		=	**4,800**	**miles**

EXHIBIT "A"

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

PART TIME REMAINING

CLIENT: City of Greenfield, Indiana

DESCRIPTION: Waterview Lift Station Relocation
On Waterview Blvd and E Park Ave

		Rate	Units		Fee
Project Manager/Senior Engineer	$	258.25	24	$	6,198.11
Resident Project Representative (Regular)	$	211.77	240	$	50,824.53
Resident Project Representative (Overtime)	$	249.89	-	$	-
Inspector(s) (Regular)	$	149.79	480	$	71,898.11
Inspector(s) (Overtime)	$	176.75	-	$	-
Intern(s) (Regular)	$	87.81	-	$	-
Intern(s) (Overtime)	$	103.61	-	$	-
Mileage	$	0.670	4,800	$	3,216.00

Note: Rates are blended and escalated at 5.0% based on the anticipated construction durations.

TOTAL INSPECTION FEE **$ 132,136.75**

8/5/2024