

## ADDENDUM TO SERVICES AGREEMENT

This Addendum to Services Agreement (hereinafter referred to as “Addendum”), entered into by and between the **City of Lawrence Utilities, by and through the Utility Service Board of the City of Lawrence, Indiana** (hereinafter referred to as “City”) and **Clark Dietz, Inc.**, (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

WHEREAS, the City and Contractor are parties to a “Services Agreement” signed by the parties on or about July 3, 2024 and July 9, 2024, that set forth the terms by which Contractor would perform certain services for the City; and

WHEREAS, the parties desire to enter into this Addendum to update the scope of services set forth in the **Exhibit A** to the Services Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants made in this Addendum to Services Agreement, and other valuable consideration, the parties agree as follows:

1. The **Exhibit A**, attached hereto and incorporated by this reference, hereby fully amends and supplements the **Exhibit A** that was attached to the Services Agreement previously entered into between the City and Contractor.

2. This Addendum shall become a part of the Services Agreement and all provisions of the Services Agreement not otherwise modified by or inconsistent with the terms of this Addendum shall remain in full force and effect.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the dates subscribed below.

**Clark Dietz, Inc. (“Contractor”)**

By:  \_\_\_\_\_

Date: 2/5/2025

Printed: Jacob W. Phillips

Title: Area Manager - Central IN

Approved by the Utility Service Board of the City of Lawrence this \_\_\_\_\_ day of  
\_\_\_\_\_ 2025.

\_\_\_\_\_  
TRACY BOYD, Chair  
UTILITY SERVICE BOARD  
CITY OF LAWRENCE, INDIANA

ATTEST:

\_\_\_\_\_  
Tina Whitcomb, Recording Secretary  
UTILITY SERVICE BOARD  
CITY OF LAWRENCE, INDIANA

4930809.1

# Exhibit A

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

Project Name (“Project”)

This Amendment to the Services Agreement dated 7/9/2024 is by and between:

City of Lawrence (“Client”)
9001 East 59<sup>th</sup> Street, Suite 300
Lawrence, IN 462016

and

Clark Dietz, Inc. (“Clark Dietz”)
8900 Keystone Crossing, Suite 475
Indianapolis, IN 46240

Who agree as follows:

Whereas;

Now Therefore; this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

Agreed to by Client

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to by Clark Dietz

By: Jacob W. Phillips \_\_\_\_\_

Title: Area Manager - Central IN \_\_\_\_\_

Date: 2/6/2025 \_\_\_\_\_

Handwritten signature of Jacob W. Phillips

**PART I  
SERVICES BY CLARK DIETZ**

**A. Amendment Description**

This Amendment to this project, as originally described in the Professional Services Agreement dated 6/28/2022, is for additional work to the project due to changes in alignment, additional manholes found, and schedule delays involving coordination with IDNR. This project was scheduled to bid in October but delays coordinating with IDNR backed up the schedule added several months of coordination and project management. The route of the sewer was also extended on the downstream end to additionally replace the sewer under the creek by LS 403 which required additional utility locates, survey, and coordination. Finally, a couple manholes were discovered from old Fort Harrison record drawings late in the design which required additional coordination and updates to the plans.

**B. Scope**

The scope of work for this amendment includes:

1. **Alignment Extension:** The sewer alignment has been extended further downstream to ensure the replacement of the sewer under the creek near Lift Station 403 to avoid future repair needs. This extension requires additional planning, coordination, and design adjustments to accommodate the new path of the sewer line.
  - a. **Topographical Survey:** A comprehensive topographical survey is required to capture the ground conditions along the extended sewer route. This includes mapping elevation changes, surface features, and any other relevant geographic data to inform the revised design.
  - b. **Utility Locates:** Due to the alignment extension, further utility locating efforts are necessary by a locating company (Samco). This involves identifying and marking existing underground utilities in the area of interest to prevent conflicts during construction.
2. **Additional Staking:** Extra staking services are required to establish precise construction reference points for the extended alignment and newly discovered manholes. IDNR staff pulled the stakes which required retaking and additional surveyor visits.
3. **IDNR construction plans with additional annotations and notes created for coordination with IDNR.**
4. **Additional Manholes Discovered Buried:** Several previously unknown or forgotten buried manholes were identified by the design team utilizing historical Fort Harrison record drawings late in the design phase. This discovery necessitates additional efforts to update the drawings and project manual.
5. **Project Management and Administration:** Additional project management and administrative efforts are required due to schedule delays and extended coordination with the Indiana

Department of Natural Resources (IDNR). This includes time spent on project meetings, design revisions, documentation, and coordination efforts to ensure all parties remain informed and aligned with the updated project timeline.

6. Include fees for Marion County Soil and Water Conservation district IDEM General Construction Stormwater Permit. (\$1,175)
7. Prepare legal description and exhibit for easement in Fort Benjamin Harrison Park.

**C. Schedule**

Work for this amendment shall be completed by December 31<sup>st</sup>, 2025.

**D. Assumptions/Conditions**

This Amendment is subject to the following assumptions/conditions:

1. Assumes missing manholes will be added to plans approximately and contractor will determine exact locations in the field during the construction phase.
2. Work assumes bidding, finishing design and bidding in Q1 2025.
3. Bidding and construction services remain unchanged from the original contract.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No change.

**B. Representative**

1. No change.

**C. Decisions**

1. No change.

**D. Other**

1. No change.



**PART III  
COMPENSATION**

**A. Compensation**

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Amendment will be a lump sum amount of \$61,000. This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized to \$410,260.
  
2. Inspection Services - Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$132,730 (and is unchanged by this amendment), and shall include the following:
  - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
  - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".
  - c.
  
3. The total compensation is summarized in the following table:

<i>Design Services (lump sum)</i>	<i>Fee</i>
Shafter Road	<del>\$211,990</del> 272,990
Lawton Loop	\$137,260
Sub-Total = <del>\$349,250</del> \$410,250	
Inspection Services (hourly)	Fee
Shafter Road	\$91,400
Lawton Loop	\$41,330
Sub-Total = \$132,730	

**A. Billing and Payment – No Change**

**B. Billing and Payment – No Change**