February 25, 2020

Board of Public Works & Safety
10 South State Street
Greenfield, IN 46140

Dear Members,

In February 2018, a sinkhole was discovered on 5th Street near the Potts Ditch crossing. It was found that the brick arch structure has started to fail. Our sewer department did a temporary fix. In May 2018, the Board entered into a design agreement with Clark Dietz to design two replacement culverts along Potts Ditch, one on 5th Street and one south of the Pennsy Trail for access to our sanitary sewer easement.

When we applied for regulatory permits in the summer of 2018, we received a letter from IDNR in the late fall that required additional study and mitigation of the impacts of removing this structure that was included as a contributing resource in the 2011 National Register of Historic Places registration application for downtown.

Amendment #1 to the agreement with Clark Dietz tasked them to include a structure report and develop a memorandum of agreement (MOA) with the US Army Corp of Engineers (USACE), IDNR, and the State Historic Preservation Office (SHPO).

Towards the end of 2019, you approved an MOA with the above named groups to mitigate the impacts to the removal and replacement of the 5th Street culvert. Now we need to design the improvement we agreed to in the MOA including the reuse of the brick as facing on the new culvert and including an interpretive sign regarding the 1913 flood into the plans & specs (location TBD). Attached is the scope change request and the manhour justification.

I would like to ask for approval of the design agreement amendment with Clark Dietz, Inc. in the increased amount of $14,300.00 for a new contract total not to exceed $131,135.00.

<table>
<thead>
<tr>
<th>Contract Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
</tr>
<tr>
<td>Amendment #1</td>
</tr>
<tr>
<td>Amendment #2</td>
</tr>
<tr>
<td>Total Revised Contract</td>
</tr>
</tbody>
</table>

Sincerely,

Jason A. Koch, P.E.
City Engineer
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2

Project Name (“Project”)

Potts Ditch Culvert Replacements in Greenfield

This Amendment to the Professional Services Agreement dated May 22, 2018 is by and between:

City of Greenfield (“Client”)
10 South State Street
Greenfield, IN 46140

and,

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

Who agree as follows:

Whereas; On December 6, 2018, correspondence was received from the Indiana State Historic Preservation Officer (SHPO) of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (DHPA) stating the replacement of the 5th Street culvert will have an “Adverse Effect” pursuant to Section 106 of the National Historic Preservation Act, and further stating that the c. 1900 brick arched bridge is a contributing resource to the Greenfield Residential Historic District which was listed in the National Register of Historic Places on December 15, 2011, and

Whereas; following completion of an alternatives analysis to mitigate the adverse effects (work completed under Amendment No. 1), SHPO, the U.S. Army Corps of Engineers, and the City of Greenfield entered into a Memorandum of Agreement (MOA) requiring the City to implement stipulations to mitigate the loss of the brick arched bridge, and

Whereas; the stipulations contained in the MOA required Clark Dietz to perform additional design modifications, create new educational signage, and support the City in re-bidding the project with the revised design components.

Now Therefore; this Amendment No. 2 engages Clark Dietz to perform Services described in Part I - Services 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: ________________________________
   Chuck Fewell

Title: Mayor ________________________

Date: ______________________________

Agreed to by Clark Dietz

By: ________________________________
   Hans Peterson

Title: Sr. Vice President ______________

Date: 02/18/2020 ______________________
PART I
SERVICES BY CLARK DIETZ

A. Amendment Description

This Amendment No. 2 is for additional design services to update bid documents and re-bid the project to incorporate the stipulations contained in the Memorandum of Agreement between the U. S. Army Corps of Engineers, the Indiana State Historic Preservation Officer, and the City of Greenfield. The Memorandum of Agreement resulted from the existing 5th Street brick arch bridge being a contributing resource to the National Register of Historic Placed-listed Greenfield Residential Historic District Section. The stipulations required modifications to the design to incorporate salvaged brick and create and erect educational signage within the District.

B. Scope

1. Review stipulations required in U.S. Army Corps/SHPO/City of Greenfield MOA and prepare design proposal for salvaging existing bricks and incorporating into the new culvert design.

2. Coordinate with the U.S. Army Corps and SHPO to obtain approval on the design modifications.

3. Update design documents to incorporate brick façade with re-use of bricks from existing 5th Street brick arch structure.

4. Prepare and incorporate technical specifications for the brick façade.

5. Update construction cost estimate.


7. Provide additional bid support services related to re-bidding of the project (pre-bid meeting, preparing/issuing addenda, etc.

8. Complete project administration tasks.

C. Schedule

The additional services will be completed within 60 days of final execution of the MOA between the City and U. S. Army Corps, and SHPO.
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:

NO CHANGE
PART III
COMPENSATION

A. Compensation

The services in this Amendment No. 2 will be a lump sum amount of $14,300.00.

B. Billing and Payment

NO CHANGE
<table>
<thead>
<tr>
<th>Scope Tasks</th>
<th>Sr. Mgr P-7</th>
<th>Sr. Engr P-6</th>
<th>Proj Engr P-5</th>
<th>Sr. Tech T-4</th>
<th>Tech T-2</th>
<th>Expenses</th>
<th>Task Total</th>
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<tbody>
<tr>
<td>1. Review stipulations in MOA and prepare design proposal for salvaging brick</td>
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<td>2</td>
<td></td>
<td></td>
<td>20</td>
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<td>2. Coordinate with USACOE and SHPO to obtain approval of design concept</td>
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<td>4</td>
<td></td>
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<td>3. Update design documents to incorporate brick façade and re-use of existing bricks</td>
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<td>4. Prepare and incorporate technical specification for brick re-use/façade</td>
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<td>5. Update construction cost estimate</td>
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<td>6. Update bid documents with new bid date information and complete final QA/QC</td>
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<td>7. Provide additional bid support services related to re-bidding project</td>
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<td>8. Complete project administration tasks</td>
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**SAY** $14,300