

AMENDMENT NO. 9
TO AGREEMENT
BETWEEN
BOARD OF SANITATION
CITY OF BEECH GROVE, INDIANA
AND
WESSLER ENGINEERING, INC.

FOR
SANITARY SEWAGE COLLECTION SYSTEM
2014 ENGINEERING SERVICES

THIS AMENDMENT NO. 9 (the "Amendment") to existing Agreement (the "Agreement"), entered into by and between the Board of Sanitation, City of Beech Grove, Indiana (the "Owner") and Wessler Engineering, Inc. (the "Engineer") dated February 9, 2005:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE I
SCOPE OF SERVICES
SHALL BE AMENDED AS FOLLOWS:

The Scope of Services contained in the Agreement shall be provided during 2014.

ARTICLE III
COMPENSATION
SHALL BE AMENDED AS FOLLOWS:

- A. Compensation for performing the Scope of Services shall be on the basis of Attachment No. 1 to this Amendment, the 2014 Hourly Rate and Reimbursable Expense Schedule.
- B. The engineering fee to perform the Scope of Services for 2014 is estimated to be \$20,000.00 ("the Estimated Engineering Fee").



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C. If additional engineering services are requested and agreed to in writing by the parties beyond the scope of the Project, compensation shall be on the basis of Attachment No. 1 to this Amendment, the 2014 Hourly Rate and Reimbursable Expense Schedule.

All other terms and conditions contained in the Agreement shall remain unchanged and continue in full force and effect.

This AMENDMENT NO. 9 may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. A telecopied, electronic, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 9 to existing Agreement, this ____ day of _____, 2014.

ENGINEER

OWNER

WESSLER ENGINEERING, INC.

CITY OF BEECH GROVE, INDIANA

BY: BOARD OF SANITATION

Brent A. Siebenthal, P.E.
President

Honorable Dennis Buckley
Mayor

Attest: _____
Mary K. Atkins, P.E.
Project Manager

Attest: _____
Dan McMillan
Clerk-Treasurer

ADDRESS FOR GIVING NOTICE:
Wessler Engineering
6219 S. East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
City of Beech Grove
806 Main Street
Beech Grove, IN 46107

bas: P2469



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Attachments: Attachment No. 1 – 2014 Hourly Rate and Reimbursable Expense Schedule
Attachment No. 2 - E-Verify Affidavit
Attachment No. 3 – Indiana Iran Investment Certification



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ATTACHMENT NO. 1 2014 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$185.00
Senior Project Manager/Senior Project Engineer	\$175.00
Project Manager/Project Engineer III	\$140.00
Survey Manager	\$125.00
Assistant Project Manager/Project Engineer II	\$115.00
Project Engineer I	\$105.00
Field Services Manager	\$100.00
Designer	\$100.00
Engineer	\$90.00
Operations Specialist	\$90.00
Environmental Scientist II	\$90.00
Environmental Scientist	\$75.00
Technician IV/Senior Resident Project Representative	\$90.00
Technician III/Resident Project Representative III	\$80.00
Technician II/Resident Project Representative II	\$70.00
Technician I/Resident Project Representative I	\$60.00
Survey Crew Manager	\$85.00
Survey Crew Chief	\$70.00
Project Secretary	\$60.00

Reimbursable Expenses shall be charged as follows.

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate at time of expense
Copies:(each) Black & White	8.5"x11" or 11"x17"	\$0.12
	24"x36"	\$1.00
Color	8.5"x11"	\$0.20
	11"x17"	\$0.40
Plots: (each)	24"x36" (Mylar)	\$5.50
	24"x36" (Bond)	\$1.00
	12"x18" (Bond)	\$0.50
GPS Survey Equipment/Robotic Total Station/Pole Camera		\$15.00 per hour
Postage/shipping/freight, Long distance telephone and fax, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%

*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

This Schedule is subject to change

revised January 1, 2014

ATTACHMENT NO. 2

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): *Brent A. Siebenthal*

(Printed Name) Brent A. Siebenthal

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 28th day of NOVEMBER, 20 11.

My commission expires: February 1, 2017 (Signed) *Georgene V. Beirger*

Residing in Marion County, State of Indiana


ATTACHMENT NO. 3

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By:



Brent A. Siebenthal, P.E.

President