

**SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT**

This Second Amendment To Engineering Services Agreement (this “Second Amendment”) is made on \_\_\_\_\_, 2018 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and the Civil City of South Bend, an Indiana municipal corporation, acting by and through the South Bend Board of Public Works (the “Provider”).

**RECITALS**

A. The Commission and the Provider entered into that certain Engineering Services Agreement dated November 22, 2016, as amended by the First Amendment To Engineering Services Agreement dated April 13, 2017 (collectively, the “Services Agreement”), for the provision of engineering services to the Commission in relation to the Commission’s Projects (as defined in the Services Agreement).

B. The Commission and the Provider wish to amend the Services Agreement as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Second Amendment and the Services Agreement, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. Effective on January 1, 2018, the entirety of Section 4.A. of the Services Agreement is deleted and replaced by the following:

A. Fees for Services. The Provider will render the Requested Services to the Commission through the work of the Provider’s employees holding the position titles “Engineer I” and “Assistant City Engineer.” As compensation for the Requested Services, the Commission agrees to pay the Provider a flat fee for each respective calendar year in an amount not to exceed the total amount stated in the table below (the “Annual Fee”).

<b><u>Period</u></b>	<b><u>Position</u></b>	<b><u>Annual Fee</u></b>
January 1 to December 31, 2018	Engineer I	\$78,320.00
	Assistant City Engineer	\$117,582.99
	<u>Total for 2018</u>	\$195,902.99
January 1 to December 31, 2019	Engineer I	\$80,689.06
	Assistant City Engineer	\$120,924.77
	<u>Total for 2019</u>	\$201,613.83

2. Section 5 of the Agreement is amended to read in its entirety as follows: “The term of this Agreement (the “Term”) shall commence on January 1, 2017, and shall expire on December 31, 2019, unless earlier terminated in accordance with Section 6 of this Agreement or by the parties’ mutual agreement.”

3. Unless expressly modified by this Second Amendment, the terms and provisions of the Services Agreement remain in full force and effect.

4. Capitalized terms used in this Second Amendment will have the meanings set forth in the Services Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment To Engineering Services Agreement to be effective as of the Effective Date stated above.

**SOUTH BEND BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Gary Gilot, President

\_\_\_\_\_  
Therese Dorau, Member

\_\_\_\_\_  
Suzanna Fritzberg, Member

\_\_\_\_\_  
Elizabeth Maradik, Member

\_\_\_\_\_  
James Mueller, Member

**ATTEST:**

\_\_\_\_\_  
Linda Martin, Clerk

Date:

**SOUTH BEND REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Marcia I. Jones, President

**ATTEST:**

\_\_\_\_\_  
Donald E. Inks, Secretary

Date:

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