

This is **EXHIBIT K**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 17, 2019.

CEI # 2026-01

Amendment To Task Order No. 2022-01; 2023-02; 2023-03; and 2024-02

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner: Town of Bristol, Indiana
- c. Engineer: Commonwealth Engineers, Inc.
- d. Specific Project: WWTP Improvements Amendment (S22145)

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:

As outlined in the attached Construction Engineering – Resident Project Representative Services Amendment letter dated January 27, 2026.

b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Current Contract Amount	Amendment No. 2026-01	Total Project Amount	Basis of Compensation
Basic Services				
Preliminary Design Phase	\$512,000		\$512,000	Lump Sum
Final Design Phase	\$451,300		\$451,300	Lump Sum
Bidding and Negotiating Phase	\$51,300		\$51,300	Hourly Not-to-Exceed
Construction Phase	\$210,000	\$104,000	\$314,000	Hourly Not-to-Exceed
Resident Project Representative Phase	\$555,000	\$204,000	\$759,000	Hourly Not-to-Exceed
Additional Services				
Field Work / Survey	\$15,000		\$15,000	Hourly Not-to-Exceed
Startup Assistance	\$30,000		\$30,000	Hourly Not-to-Exceed
Regulatory Assistance	\$31,000		\$31,000	Lump Sum
AIS Compliance	\$10,300		\$10,300	Lump Sum
Geotechnical Evaluation	\$42,000		\$42,000	Lump Sum
Erosion Control	\$10,300		\$10,300	Lump Sum
Financial / Legal Assistance	\$4,700		\$4,700	Hourly Not-to-Exceed
O&M Manual	\$50,000		\$50,000	Lump Sum
Process Site Civil Design, Additional Soil Boring, and Architect Coordination	\$18,800		\$18,800	Lump Sum
Architectural Design	\$45,860		\$45,860	Lump Sum
Mechanical, Electrical, and Plumbing Design	\$23,180		\$23,180	Lump Sum
Labor Standards Monitoring	\$70,000		\$70,000	Hourly Not-to-Exceed
TOTAL COMPENSATION	\$2,130,740	\$308,000	\$2,438,740	

* Based on a revised 28-month continuous construction period.

c. The schedule for rendering services under this Task Order is modified as follows:

Commonwealth Engineers, Inc. proposes to complete the revised scope of work from receipt of written Notice to Proceed (NTP) from the Town of Bristol in a revised 28-month period.

d. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

1. Article 8.05, "Engineer's Certifications", of the Agreement is hereby amended to include the following:

"B. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement 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.

Exhibit K – Amendment to Task Order

The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering into its Agreement with the Owner, the Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The Engineer shall provide to Owner a sworn affidavit on an annual basis or as requested by the Owner.

C. Pursuant to Executive Order 13846, the Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran."

2. Attachments to this Amendment

- Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2025 – June 30, 2026
- Construction Engineering – Resident Project Representative Services Amendment Letter

3. Task Order Summary (Reference only)

a. Original Task Order amount:	\$ <u>N/A</u>
b. Net change for prior amendments:	\$ <u>2,130,740</u>
c. This amendment amount:	\$ <u>308,000</u>
d. Adjusted Task Order amount:	\$ <u>2,438,740</u>

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Exhibit K – Amendment to Task Order

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

TOWN OF BRISTOL, INDIANA

By:

Mike Yoder

Title:

Town Manager

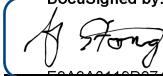
Date

Signed:

ENGINEER:

COMMONWEALTH ENGINEERS, INC.

By:



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Albert C. Stong, P.E.

Title

President

Date

Signed: 1/28/2026

Attest:

By:

Title:

Attest:

By:



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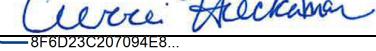
Jeremy D. Hardy, P.E.

Title: Partner/Project Manager

CFO/Accounting

Approval:

DocuSigned by:



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Exhibit K – Amendment to Task Order

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COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2025 – June 30, 2026

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	\$ 126.20	Environmental Scientist III	\$ 46.16
Principal II	\$ 115.80	Environmental Scientist II	\$ 38.64
Principal I	\$ 105.85	Environmental Scientist I	\$ 34.81
		Construction Manager	\$ 66.23
Project Manager IV	\$ 104.76		
Project Manager III	\$ 98.01	Resident Project Representative IV	\$ 52.52
Project Manager II	\$ 79.93	Resident Project Representative III	\$ 43.67
Project Manager I	\$ 71.96	Resident Project Representative II	\$ 39.42
		Resident Project Representative I	\$ 35.15
Senior Electrical Engineer	\$ 98.01	Clerical III	\$ 43.68
Senior Process Engineer	\$ 86.70	Clerical II	\$ 32.87
		Clerical I	\$ 24.11
Project Engineer IV	\$ 81.37		
Project Engineer III	\$ 65.27	Reproduction Processor	\$ 30.14
Project Engineer II	\$ 61.47		
Project Engineer I	\$ 56.99	Trainee	\$ 23.42
Engineering Intern III	\$ 50.66	CADD Specialist IV	\$ 49.56
Engineering Intern II	\$ 47.64	CADD Specialist III	\$ 45.03
Engineering Intern I	\$ 42.97	CADD Specialist II	\$ 38.51
		CADD Specialist I	\$ 30.84
Designer IV	\$ 63.09		
Designer III	\$ 57.77	Chief Technology Officer	\$ 73.68
Designer II	\$ 52.12	IT Tech	\$ 34.40
Designer I	\$ 42.07	Multimedia Coordinator	\$ 58.47
Operations Specialist	\$ 51.31	Survey Manager	\$ 67.49
		Surveyor	\$ 53.15
		Project Surveyor	\$ 47.98
		Field Technician	\$ 40.62
Environmental Compliance Manager	\$ 62.19		
Compliance Specialist	\$ 34.81	Grants Manager	\$ 66.98

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 56.4556% and 87.4236% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.3722 times direct payroll rates.

Reimbursable Expenses

1. Travel: Starts at the office and shall be at the then approved rate by the U.S. Internal Revenue Service, plus 15% profit.
2. Subsistence and Lodging: Actual Cost, plus 15% profit.
3. Express Charges and Postage, other than first class mail: Actual Cost, plus 15% profit.
4. Paper Prints: \$0.75 per square foot, plus 15% profit.
5. Special Tests and Services of Special Consultants: Actual Costs, plus 15% profit.

It is agreed that the Owner will make payment of each invoice presented by Commonwealth within thirty (30) days from the date of the invoice. Payments received after this time shall be subject to an interest charge of 1% per month.



A wealth of resources to master a common goal.

January 27, 2026

Mike Yoder
Town of Bristol
303 E Vistula St
Bristol, IN 46507

**RE: Proposal for Engineering Services
WWTP Improvements Project
Construction Engineering – Resident Project Representative Services Amendment**

Dear Mr. Yoder:

The WWTP Improvements Project has been underway for approximately 19 months, with Part 1 of the project approaching substantial completion. The project has been proceeding relatively smoothly and satisfactorily, but as you are aware, delays have occurred and the Contractor is able to claim 184 days (90 days were agreed to by Town in exchange for a credit as a value engineering item, up to 52 days were lost due to SBR undercut, and most recently, watermain extension will be adding 42 days). These delays require additional Construction Engineering time to administer the project and additional onsite time for our Resident Project Representative (RPR) time. Further, during construction Commonwealth has assisted with several additional evaluations and changes that were made to the project to either save cost, address unforeseen issues, or to add value to the project at the request of the Town. For these reasons, we are requesting an amendment to account for these adjustments.

AMENDED SCOPE OF WORK

Commonwealth proposes the following professional services for this project:

- Construction Engineering (Hourly): The additional Construction Engineering amounts requested account for:
 - Efforts expended for additions, cost savings items, and evaluation of unforeseen events as follows:
 - Value Engineering to reduce project cost (shifted post aeration structure, elimination of decorative masonry, and several other items implemented)
 - SBR and plant LS Undercut evaluated and addressed
 - LS 3 shifted due to NIPSCO project, adjusted due to unforeseen gravity sewer depth
 - Curb extending from SBR
 - LS 1 guardrail negotiations with INDOT

Mike Yoder
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- Watermain revisions due to SR 120 watermain located across street:
INDOT coordination and Shore Manor Drive design
- Addition of fence along SBR
- Addition of influent autosampler
- Larger bulk chemical tank
- Additional seven (7) months of estimated budget for Construction Engineering activities based on monthly rate used to establish current contract plus rate adjustment for extending beyond July 1, 2026. This includes a contingency of 26 calendar days should additional delays occur, which provides sufficient budget up to November 25, 2026 for Final Completion.
- Resident Project Representative (RPR)(Hourly):
 - Additional seven (7) months of estimated budget for RPR activities based on monthly rate used to establish current contract plus rate adjustment for extending beyond July 1, 2026. This includes a contingency of 26 calendar days should additional delays occur, which provides sufficient budget up to November 25, 2026 for Final Completion.
- Labor Standards Monitoring (Hourly): We have evaluated the available Labor Standards budget and have concluded that there is sufficient budget up to December 1, 2026.

FEE

Commonwealth proposes to perform the above scope of work for the fees indicated below. Some fees are proposed as lump sum and sum as hourly. These are broken down as follows:

Lump Sum Services:

N/A

<i>Total all Lump Sum Services</i>	<i>\$0</i>
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Hourly Services:

Additional Construction Engineering	\$104,000 (Hourly)
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Resident Project Representative	\$204,000 (Hourly)
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<i>Total all Hourly Services</i>	<i>\$308,000 (Hourly)</i>
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Mike Yoder
January 27, 2026
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SCHEDULE:

Commonwealth proposes to complete the above scope of work from receipt of written Notice to Proceed (NTP) from the Town of Bristol.

Construction.....~~~21 Months (original)~~ **28 months (Revised)**

We look forward to completing the Town of Bristol's Wastewater Treatment Plant Improvements project. Please reach out to us with any questions you may have regarding this proposal.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Jeremy Hardy, P.E.