

TASK ORDER

This is CEI Task Order No. 2024-02,
consisting of 6 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: _____
- B. Owner: Town of Bristol
- C. Engineer: Commonwealth Engineers, Inc.
- D. Specific Project (title): WWTP Improvements (S22145)
- E. Specific Project (description): The project includes but is not limited to selective demolition of the existing wastewater treatment plant and construction of a new 0.75 MGD wastewater treatment plant including new influent lift station, headworks structure, Sequencing Batch Reactors, UV disinfection, effluent flow and post aeration structure, new outfall, aerated sludge holding tank improvements, new water service, new chemical feed system, together with all related civil, site, structural, architectural, mechanical, electrical and instrumentation. In addition, the project includes collection system upgrades including replacement of Lift Stations 1, 3, and 8; upgrades to Lift Station 10, and system-wide SCADA upgrades to several lift stations.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 as follows: as specified in the attached letter dated June 27, 2024.

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Other Services

Engineer shall also provide the following services: as per the attached letter dated June 27, 2024.

- D. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

as follows: as per the attached letter dated June 27, 2024.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: N/A

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Phase</u>	<u>Schedule</u>
Construction	Within <u>21</u> months of the Effective Date of the Task Order.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation (Lump Sum or Hourly Rates)
1) Basic Services (Part 1 of Exhibit A)		
a. Resident Project Representative Services* (A1.05.A.2).	\$300,000.00	Hourly
b. Additional Construction Engineering	\$70,000.00	Hourly
2) Additional Services		
a. Labor Standards Monitoring	\$70,000.00	Hourly
TOTAL COMPENSATION	\$440,000.00	

* Based on a 21-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: N/A

8. Other Modifications to Agreement and Exhibits:

a. 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.

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."

9. Attachments:

- Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2024 – June 30, 2025.
- Letter dated June 27, 2024.

10. Other Documents Incorporated by Reference: Exhibit A, Exhibit C, Exhibit D.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:
Town of Bristol

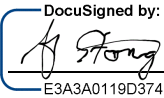
By: _____

Print Name: Mike Yoder

Title: Town Manager

Date: _____

ENGINEER:
COMMONWEALTH ENGINEERS, INC.

By:  _____
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Print Name: Albert C. Stong, P.E.

Title: President / Project Manager

Date: 7/30/2024

Engineer License or Firm's
Certificate No. (if required): 10201336

State of: Indiana

Attest:

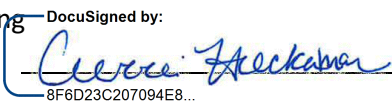
By: _____

Title: _____

Attest:

By:  _____
54D839AD8BB648A...

Title: Partner / Project Manager

CFO/Accounting Approval:  _____
8F6D23C207094E8...

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Andrew M. Robarge, P.E.

Title: Partner / Project Manager

Address: 19 North Court Street

Crown Point, IN 46307

E-Mail Address: arobarge@contactcei.com

Phone: (219) 900-9177

COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2024 – June 30, 2025

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	\$ 120.77	Environmental Scientist II	\$ 36.98
Principal II	\$ 110.81	Environmental Scientist I	\$ 33.31
Principal I	\$ 101.29		
		Construction Manager	\$ 63.38
Project Manager IV	\$ 100.25		
Project Manager III	\$ 93.79	Resident Project Representative IV	\$ 50.02
Project Manager II	\$ 76.49	Resident Project Representative III	\$ 41.79
Project Manager I	\$ 68.86	Resident Project Representative II	\$ 37.72
		Resident Project Representative I	\$ 33.64
Senior Electrical Engineer	\$ 93.79		
		Clerical III	\$ 41.80
Senior Process Engineer	\$ 82.97	Clerical II	\$ 31.45
		Clerical I	\$ 23.07
Project Engineer IV	\$ 77.87		
Project Engineer III	\$ 62.41	Reproduction Processor	\$ 28.84
Project Engineer II	\$ 58.82		
Project Engineer I	\$ 54.54	Trainee	\$ 22.41
Engineering Intern III	\$ 48.48	CADD Specialist IV	\$ 47.43
Engineering Intern II	\$ 45.59	CADD Specialist III	\$ 43.09
Engineering Intern I	\$ 41.12	CADD Specialist II	\$ 36.85
		CADD Specialist I	\$ 29.51
Designer IV	\$ 60.37		
Designer III	\$ 55.28	Chief Technology Officer	\$ 70.17
Designer II	\$ 49.88	IT Tech	\$ 32.92
Designer I	\$ 40.26	Multimedia Coordinator	\$ 55.69
Operations Specialist	\$ 49.10	Survey Manager	\$ 64.58
		Surveyor	\$ 50.86
		Project Surveyor	\$ 45.69
		Field Technician	\$ 38.87
Environmental Compliance Manager	\$ 59.51		
Compliance Specialist	\$ 33.31	Grants Manager	\$ 63.49

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 55.0437% and 87.1271% 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 3.3365 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.

June 27, 2024

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

**RE: Proposal for Engineering Services
Wastewater Treatment Plant Improvements Project
Construction Engineering – Resident Project Representative Services Amendment**

Dear Mr. Yoder:

The Town of Bristol recently closed on funding for Wastewater Improvements with the Indiana Finance Authority State Revolving Loan Fund. During initial planning for the project, we had originally pursued funding via USDA Rural Development as they originally provided a grant for the Wastewater Preliminary Engineering Report. The revised source of funding requires labor standards to be performed for the project in order to comply with funding agency requirements. During design we significantly expanded the scope and during bidding we also extended the period for construction per the request of bidding contractors and in discussion with the Town to provide sufficient time to properly sequence and complete the required work. For these reasons, I am writing to request an amendment to our prior Contract to account for these adjustments.

AMENDED SCOPE OF WORK

Commonwealth proposes the following professional services for this project:

- Construction Engineering (Hourly): The ENGINEER shall assist the OWNER during the construction of the Project. It is assumed that the ENGINEER (b) will take the lead on reviewing show drawings and requests for information, and (c) will review and recommend the Contractor's quantities and pay requests. Prepare for and attend the pre-construction meeting. Receive, review, and determine acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Estimated Payments. Perform site visits to observe construction progress on an as needed basis. Prepare change orders and work directives. Provide Contractor created record drawings for the Project.
- Resident Project Representative (RPR)(Hourly): The RPR will act as the Engineer's Site representative and observe the Contractor's work and perform field checks of materials and equipment. The RPR will serve as a liaison between Engineer and Contractor and review Contractor's work on a full-time basis and maintain records of construction progress and any deviations from construction plans and review project for completion, review payment requests, and participate in visits to determine substantial and final completion. The RPR

Mike Yoder, Town Manager

June 27, 2024

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budget is based on a 12-month construction period where the RPR will be on-site five (5) days a week overseeing the Contractor's work.

- Labor Standards Monitoring (Hourly): Receive and evaluate payroll and other data submitted by the Contractor to ensure Davis Bacon wage requirements are being met during the course of construction.

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

Total all Lump Sum Services \$0

Hourly Services:

Labor Standards Monitoring	\$70,000 (Hourly)
Additional Construction Engineering	\$70,000 (Hourly)
Resident Project Representative	\$300,000 (Hourly)
<i>Total all Hourly Services</i>	<i>\$440,000</i>

Commonwealth is providing a detailed breakdown of the hours under each labor category required for this project as an attachment to this proposal. This breakdown shows how the above fees were determined.

Mike Yoder, Town Manager

June 27, 2024

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OPTIONAL ADDITIONAL SERVICES:

Upon separate written authorization by OWNER and negotiated fees, ENGINEER can provide the following additional services:

- Pavement Cores
- Subsurface Utility Engineering
- Wetland Mitigation and/or Restoration Plans
- Additional Workshops, Meetings, or Site Visits
- Conformed to Contract Drawings
- Post Construction Monitoring
- Phase 1 Environmental Assessment
- Archaeological Assessment and Monitoring During Construction
- Contaminated Soil Testing and/or Groundwater Monitoring
- Wetland Delineation and Tree Inventory

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

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.

Andrew M. Robarge, P.E.

Cc

Enclosure