

TASK ORDER

This is CEI Task Order No. 2023-02,
consisting of four (4) 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): Wastewater Treatment Plant Improvements (S22145)
- E. Specific Project (description): Per the attached Engineering Amendment Proposal Letter dated September 5, 2023.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

☒ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Final Design Phase (Exhibit A, Paragraph A1.03)

- B. Other Services

Engineer shall also provide the following services: None

- C. 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:

☒ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

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: None

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>Completion Date*</u>
<u>Field Work / Survey</u>	<u>November 2022</u>
<u>Preliminary Design Phase</u>	<u>April 2023</u>
<u>Final Design Phase / Permitting</u>	<u>August 2023</u>
<u>Bidding Phase</u>	<u>September 2023</u>
<u>Construction Phase</u>	<u>January 2025</u>

6. Payments to Engineer

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

Description of Service	Task Order 2022-01	Task Order 2023-02	Project Total	Basis of Compensation
1) Basic Services (Part 1 of Exhibit A)				
a. Preliminary Design Phase (A1.02)	\$512,000		\$512,000	Lump Sum
b. Final Design Phase (A1.03)	\$417,000	\$34,300	\$451,300	Lump Sum
c. Bidding or Negotiating Phase (A1.04)	\$51,300		\$51,300	HNTE
d. Construction Phase (A1.05)*	\$140,000		\$140,000	HNTE
e. Resident Project Representative Services* (A1.05.A.2).	\$255,000		\$255,000	HNTE
2) Additional Services (Part 2 of Exhibit A)				
a. Field Work / Survey	\$15,000		\$15,000	HNTE
b. Startup Assistance	\$30,000		\$30,000	HNTE
c. Regulatory Assistance	\$31,000		\$31,000	Lump Sum
d. AIS Compliance	\$10,300		\$10,300	Lump Sum
e. Geotechnical evaluation	\$42,000		\$42,000	Lump Sum
f. Erosion Control	\$10,300		\$10,300	Lump Sum
g. Financial / Legal Assistance	\$4,700		\$4,700	HNTE
h. O&M Manual	\$50,000		\$50,000	Lump Sum
TOTAL COMPENSATION	\$1,568,600	\$34,300	\$1,602,900	

* Based on a 12-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: TBD

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, 2023 – June 30, 2024.
- Engineer Amendment Proposal Letter dated September 5, 2023

10. Other Documents Incorporated by Reference: Exhibit A

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

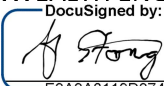
By: _____

Print Name: Jeff Beachy

Title: Town President

Date: _____

ENGINEER:
COMMONWEALTH ENGINEERS, INC.

By: 
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Print Name: Albert C. Stong

Title: President

Date: 9/12/2023

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

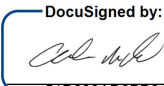
State of: Indiana

Attest:

By: _____

Title: Cathy Antonelli
Town Clerk

Attest:

By: 
51D839AD0EB640A
Andrew M. Robarge

Title: Partner / Project Manager

CFO/Accounting
Approval: 
8F6D23C207094E8...

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mike Yoder

Title: Town Manager

Address: 303 East Vistula Street

Bristol, IN 46507

E-Mail Address: townmanager@bristolindiana.net

Phone: (574) 848-7007

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Andrew M. Robarge

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, 2023 – June 30, 2024

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	\$ 116.69	Environmental Compliance Manager	\$ 57.50
Principal II	\$ 107.06	Compliance Specialist	\$ 32.18
Principal I	\$ 97.86	Environmental Scientist	\$ 32.18
Project Manager IV	\$ 96.86	Construction Manager	\$ 61.06
Project Manager III	\$ 90.62		
Project Manager II	\$ 73.90	Resident Project Representative IV	\$ 47.83
Project Manager I	\$ 66.53	Resident Project Representative III	\$ 40.38
		Resident Project Representative II	\$ 36.44
Senior Electrical Engineer	\$ 90.62	Resident Project Representative I	\$ 32.50
Senior Process Engineer	\$ 79.85	Clerical III	\$ 40.01
		Clerical II	\$ 30.39
Project Engineer IV	\$ 75.24	Clerical I	\$ 22.29
Project Engineer III	\$ 60.30		
Project Engineer II	\$ 56.83	Reproduction Processor	\$ 27.86
Project Engineer I	\$ 52.70		
		Trainee	\$ 21.65
Engineering Intern III	\$ 46.84	CADD Specialist IV	\$ 45.83
Engineering Intern II	\$ 44.05	CADD Specialist III	\$ 41.63
Engineering Intern I	\$ 39.73	CADD Specialist II	\$ 35.60
		CADD Specialist I	\$ 28.51
Designer IV	\$ 57.91		
Designer III	\$ 53.41	Chief Technology Officer	\$ 66.88
Designer II	\$ 48.19	IT Tech	\$ 31.81
Designer I	\$ 38.90	Multimedia Coordinator	\$ 53.14
		Survey Manager	\$ 62.40
Operations Specialist	\$ 47.11	Surveyor	\$ 49.14
		Project Surveyor	\$ 43.78
Grants Manager	\$ 59.98	Field Technician	\$ 37.56

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 46.4654% and 96.4286% 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 3.3086 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 (not used without specific written consent of Owner): 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.



September 5, 2023

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

Re: Wastewater Design – Engineering Services Amendment

Dear Mr. Yoder:

We are submitting this letter to provide you with a formal update on the design of the Wastewater Treatment Plant Improvements project. We have completed the preliminary design phase for the new SBR treatment plant with influent pump station, headworks, 3-basin SBR, UV disinfection, and post aeration, improvements to the existing aerated sludge holding tank, and the conversion of the existing primary clarifier to a new aerated sludge holding tank. We have also completed preliminary design of the three (3) collection system lift station replacements. Several items have changed since the original scope of work was identified, and we discussed these changes at our Preliminary Design Review Meeting on July 14th where an amendment was requested.

During Preliminary Design, we identified that Lift Station 8 should be replaced fully rather than replacing only the pumps and controls. At our Preliminary Design Review Meeting, we discussed that replacing the existing 5-foot diameter wet well with a new Onelift wet well will provide additional response time in the event of power outages or pump failure. The lift station also experiences severe corrosion and the Town would like us to design a dosing system for a chemical corrosion inhibitor (likely ozone) to protect the new equipment from corrosive gases. The wet well replacement and corrosion inhibitor will require additional survey, soil boring, and engineering.

The Wastewater Superintendent notified us that the Town is paying significant expense towards their current sludge bagging system, which was designed and constructed between 2019 and 2021. The amount of sludge being produced is much higher than anticipated and results in more disposable bags being required. The Town has requested we conduct a cost-benefit analysis in the form of a technical memo to compare the cost of the existing system to potential alternative sludge processing systems. The deliverable for this task will be a memorandum summarizing the options and the present worth cost of each. This task does not include design of alternate sludge handling / disposal methods.

We are formally requesting an amendment to our Engineering Services Agreement to include this work which we feel will provide the best end-product for the Town.

We would like to request Town Council consideration for an amendment to our contract of \$34,330 to complete these additional items.

Lift Station 8 Replacement Design (Lump Sum)	\$24,242
Technical Memo – Sludge Processing (Lump Sum)	\$10,088
Total All Services	\$34,330

If the above amendment proposals are acceptable, please let us know and we will submit a formal engineering agreement amendment for approval. If there are further questions or concerns, please don't hesitate to contact our office.

Respectfully yours,

COMMONWEALTH ENGINEERS, INC.



Andrew M. Robarge, P.E.
Project Manager