

This is **EXHIBIT K**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 30, 2020.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

1. Background Data
 - a. Effective Date of Owner-Engineer Agreement: June 30, 2020
 - b. Owner: Town of Lapel
 - c. Engineer: Commonwealth Engineers, Inc.
 - d. Project: Water Utility Improvements (W20074)
2. Nature of Amendment:
 - a. Additional Services to be performed by Engineer
 - b. Modifications to services of Engineer
 - c. Modifications of payment to Engineer
 - d. Modifications to time(s) for rendering services
 - e. Modifications to other terms and conditions of the Agreement
3. Description of Modifications:
 - a. Attachment 1, "Modifications"
 - b. Attachment, "Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2023 – June 30, 2024"
4. Agreement Summary:
 - a. Original agreement amount: \$ 20,000.00
 - b. Net change for prior amendments: \$ 575,500.00
 - c. This amendment amount: \$ 118,500.00
 - d. Adjusted agreement amount: \$ 714,000.00

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

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

OWNER:

TOWN OF LAPEL

By: _____

Title: _____

Date Signed: _____


Attest:

By: _____

Title: _____

ENGINEER:

COMMONWEALTH ENGINEERS, INC.

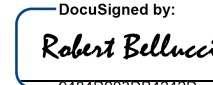
By:  _____

Albert C. Stong, P.E.

Title: President

Date Signed: 8/31/2023

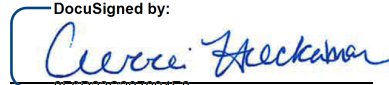
Attest:

By:  _____

Robert M. Bellucci, P.E.

Title: Project Manager

CFO/Accounting
Approval:

 _____

This is **Attachment 1**, consisting of 2 pages, to Amendment No. 2, dated _____.

Modifications

1. Engineer shall perform the following Additional Services:
 - a. Engineer to obtain a complete background study consisting of a hydrogeologic assessment of a 3-mile radius of the Town of Lapel and certified by a hydrogeologist and installation of one (1) monitoring well (sand and gravel) sufficient for testing water quality and quantity.
 - b. Perform an IDEM well site survey.
 - c. Additional Resident Project Representative services.
 - d. Additional Construction Engineering Services.

2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a. Exhibit J is hereby amended to include the following Additional Services:

Add "13. Background Study & Test Wells

The Engineer shall obtain services of a qualified sub-consultant to complete/provide the background study and test wells. The background study is intended to evaluate areas up to a three (3) mile radius around the existing water treatment plant. It is intended that at most one (1) site be chosen from the background study for test wells (in the event of sand and gravel wells). The site will receive a test bore that is to be tested for soil formation. If the soil formation is sufficient the test bore will be converted to a 5" diameter monitoring well to be tested for water quality. If the water quality is sufficient, the test well shall be tested for water quantity.

The Engineer shall assist in the field, as necessary during the test well drilling and have a Resident Project Representative on site during the drilling and testing activities."

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

	Original Contract	This Amendment	Total Contract	
Study and Report	\$20,000.00		\$20,000.00	Lump Sum
Preliminary Design	\$129,000.00		\$129,000.00	Lump Sum
Final Design	\$86,000.00		\$86,000.00	Lump Sum
Bidding & Negotiating	\$15,000.00		\$15,000.00	Lump Sum
Construction Engineering	\$60,000.00		\$60,000.00	Lump Sum
Additional Construction Engineering	\$0.00	\$28,500.00	\$28,500.00	Lump Sum
Post Construction	\$5,000.00		\$5,000.00	Lump Sum
RPR/Inspection	\$210,000.00		\$210,000.00	Hourly NTE

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

	Original Contract	This Amendment	Total Contract	
Additional RPR/Inspection	\$0.00	\$45,000.00	\$45,000.00	Hourly NTE
Additional Services				
Survey	\$15,000.00		\$15,000.00	Hourly NTE
Soil Borings	\$15,000.00		\$15,000.00	Hourly NTE
Erosion Control Plan	\$10,000.00		\$10,000.00	Hourly NTE
Record Drawings	\$5,000.00		\$5,000.00	Hourly NTE
Permits	\$500.00		\$500.00	Hourly NTE
Start-up Assistance	\$5,000.00		\$5,000.00	Hourly NTE
Regulatory Assistance	\$5,000.00		\$5,000.00	Hourly NTE
America Iron and Steel	\$5,000.00		\$5,000.00	Hourly NTE
Legal/Financial	\$10,000.00		\$10,000.00	Hourly NTE
Background Study and Test Well Drilling	\$0.00	\$45,000.00	\$45,000.00	Hourly NTE
Total	\$595,500.00	\$118,500.000	\$714,000.00	

4. The schedule for rendering services is modified as follows:
- a. N/A
5. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
- a. Article 8.04, "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."

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		
Engineering Intern II	\$ 44.05	CADD Specialist IV	\$ 45.83
Engineering Intern I	\$ 39.73	CADD Specialist III	\$ 41.63
		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.