TASK ORDER

This is CEI Task Order No. <u>2023-01</u>, consisting of <u>4</u> pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated July 16, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order:
- B. Owner:

Town of Lapel

- C. Engineer: Commonwealth Engineers, Inc.
- D. Specific Project (title): On-Call Utility Planning Assistance
- E. Specific Project (description): <u>Engineering services on an as-needed basis related to Water and</u> <u>Sewer Utility Long Term Planning Assistance</u>
- 2. Services of Engineer
 - A. Other Services

Engineer shall provide the following services: On-Call Utility Planning Assistance on an as-needed basis.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- 3. Owner's Responsibilities

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

4. Task Order Schedule

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

| Party <u>Action</u> | | <u>Schedule</u> | |
|---------------------|-----------------------------|-----------------|--|
| Engineer | On-Call Planning Assistance | As Requested | |

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- 5. 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. Other Services (see A1.08, and 2.A above) | \$5,000.00 | Hourly NTE | |

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.
- 6. Consultants retained as of the Effective Date of the Task Order: <u>N/A</u>
- 7. 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 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."

- 8. Attachments:
 - Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2023 June 30, 2024.
- 9. Other Documents Incorporated by Reference: Exhibit A
- 10. 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 Effectiv | e Date of this Task Order is, | <u>2023</u> . | |
|--------------------------|-------------------------------------|---------------------------|---|
| OWNER: TOWN OF By: | LAPEL | ENGINEER COMMON By: | : WEALTH ENGINEERS, INC. DocuSigned by: Robert Bellucci 9484D903D84242D |
| Print Nam | e: Noah Bozell | Print Nam | |
| Title: | Town Council President | Title: | Vice President |
| Date: | | Date: | 8/31/2023 |
| | | - | icense or Firm's No. (if required): 10000127 |
| | | State of: | Indiana |
| Attest: By: | | Attest: By: | DocuSigned by: Rachethungc |
| Title: | Paula Lee Deputy Clerk-Treasurer | , Title: | Rachel M. Runge, P.E. Partner / Project Manager |
| | | CFO/Acco Approval: | |
| DESIGNAT | ED REPRESENTATIVE FOR TASK ORDER: | DESIGNATE | D REPRESENTATIVE FOR TASK ORDER: |
| Name: | Gary Shuck | Name: | Robert M. Bellucci, P.E. |
| Title: | Town Council Member | Title: | Vice President / Project Manager |
| Address: | 825 W. Main Street | Address: | 7256 Company Drive |
| _ | Lapel, IN 46051 | | Indianapolis, In 46237 |
| E-Mail Ado | dress: gary@lapelindiana.org | E-Mail Ado | dress: rbellucci@contactcei.com |
| Phone: | | Phone: | (317) 888-1177 |

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.