

**RESOLUTION NO. 2013-21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
SPEEDWAY, INDIANA APPROVING AN AMENDMENT TO AN  
ENGINEERING CONTRACT WITH COMMONWEALTH  
ENGINEERING, INC. FOR ADDITIONAL WORK RELATED TO THE  
WASTEWATER TREATMENT PLANT CONSTRUCTION AND  
RELATED ADMINISTRATIVE MATTERS**

WHEREAS, the Town of Speedway, Indiana (the "Town") has heretofore established, constructed and financed a municipal sanitary sewer works and now owns and operates the system; and

WHEREAS, the Town has previously determined that certain improvements are necessary to the sanitary sewer system of the Town; and


WHEREAS, Commonwealth Engineering, Inc. was awarded the contract for certain work and it has been determined that additional hours are needed to monitor, provide regulatory assistance and submit additional work to the State of Indiana.

NOW THEREFORE BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF SPEEDWAY, INDIANA:

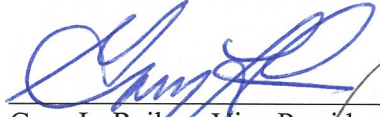
1. The Council approves an amendment to the original contract in an aggregate amount not to exceed \$60,998 as outlined in "Attachment A" hereto payable from funds through the State Revolving Loan Fund.
2. The Council authorizes the Town Manager to execute the Amendment to the contract and take the administrative steps necessary to approve the contract.

PASSED BY the Speedway Town Council this 26<sup>th</sup> day of August 2013.

TOWN COUNCIL OF THE TOWN OF  
SPEEDWAY, INDIANA



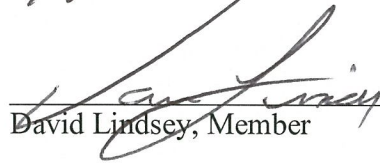
Eileen Fisher, President



Gary L. Raikes, Vice President



Jeff Hartman, Member



David Lindsey, Member



William Suffel, Member

ATTEST



Sharon L. Zishka  
Clerk-Treasurer

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 28, 2010.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2013-02**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 6/28/10
- b. Owner: Town of Speedway
- c. Engineer: Commonwealth Engineers, Inc. (CEI)
- d. Project: Sewer Separation Project (S10055)

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

Additional Post Construction Services as referenced in the attached Memorandum dated 6/22/13.

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

1. Additional Post Construction / Analyses Performed to Date:	\$25,998	Lump Sum
2. Post Construction Monitoring	\$10,000	Invoiced Hourly with respect to Time Incurred
3. SRF PER Amendment Assembly and Submission	\$15,000	Invoiced Hourly with respect to Time Incurred
4. Regulatory Assistance	\$10,000	Invoiced Hourly with respect to Time Incurred
Total	\$60,998	

- c. The schedule for rendering services is modified as follows:

As referenced in the attached Memorandum dated 6/22/13.

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

- Attachment, "Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2012 – June 30, 2013"
- Attachment, "Certificate of No Investment Activities in Iran"
- Attachment, "E-Verify Affidavit"

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ _____
b. Net change for prior amendments:	\$ _____
c. This amendment amount:	\$ <u>60,998.00</u>
d. Adjusted Agreement amount:	\$ _____

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. The Effective Date of this Amendment is 8/26, 2013.

OWNER:

ENGINEER:

TOWN OF SPEEDWAY

COMMONWEALTH ENGINEERS, INC.

By:

Barbara A. Lawrence

By:

Albert C. Stong, P.E.

Title:

Town Manager

Title:

President

Date Signed:

8/26/13

Date Signed:

8-26-13

Attest:

Attest:

By:

Clark Will

By:

Bernard

Title

Clerk Treasurer

Title:

Associate



**COMMONWEALTH ENGINEERS, INC.**  
**STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE**  
**July 1, 2012 – June 30, 2013**

<b>Billing Class</b>	<b>Rate Per Hour</b>	<b>Billing Class</b>	<b>Rate Per Hour</b>
Principal III	\$ 78.20	Environmental Compliance Manager	\$ 30.69
Principal II	\$ 71.76		
Principal I	\$ 60.73	Resident Project Representative IV	\$ 30.67
		Resident Project Representative III	\$ 27.06
Project Manager IV	\$ 64.90	Resident Project Representative II	\$ 24.43
Project Manager III	\$ 60.73	Resident Project Representative I	\$ 21.79
Project Manager II	\$ 49.52		
Project Manager I	\$ 44.58	Clerical III	\$ 23.82
		Clerical II	\$ 18.98
Project Engineer IV	\$ 49.76	Clerical I	\$ 14.94
Project Engineer III	\$ 40.06		
Project Engineer II	\$ 37.58	Reproduction Processor	\$ 18.65
Project Engineer I	\$ 34.71		
		Trainee	\$ 12.50
Engineering Intern III	\$ 30.81		
Engineering Intern II	\$ 27.26	CADD Tech III	\$ 29.49
Engineering Intern I	\$ 23.56	CADD Tech II	\$ 23.85
		CADD Tech I	\$ 16.16
Designer III	\$ 38.45		
Designer II	\$ 30.05	IT Manager	\$ 39.24
Designer I	\$ 25.05	IT Tech	\$ 23.97
Grants Manager	\$ 37.33	Surveyor	\$ 27.12

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 40% 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 3.1625 times direct payroll rates.

**Reimbursable Expenses**

1. Travel from the office shall be at the then currently approved rate by the U.S. Internal Revenue Service plus 15% profit
2. Actual cost, plus 15% profit, of subsistence and lodging.
3. Actual cost, plus 15% profit, of long distance telephone calls, telegrams, express charges, and postage, other than first class mail.
4. Paper prints at \$0.75 per square foot, plus 15% profit.
5. Actual costs, plus 15% profit, of special tests and services of special consultants (not used without specific written consent of Owner).

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.

**CERTIFICATE OF NO INVESTMENT ACTIVITIES IN IRAN**  
**(IC 5-22-16.5-13)**

1. Indiana Code. Reference is hereby made to Indiana Code 5-22-16.5 (the "Code"), specifically to Section 5-22-16.5-13 of the Code. Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Code.
2. Contract. Reference is hereby made to that certain Agreement between Owner and Engineer for Professional Services (Stipulated Price), by and between Commonwealth Engineers, Inc., ("Engineer") and Town of Speedway a Governmental Body ("Owner") respecting that certain project known as Sewer Separation Project (the "Project").
3. Certification. Pursuant to Section 5-22-16.5-13(b) of the Code, Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran.
4. Contract File. Pursuant to Section 5-22-16.5-13(c) of the Code, this Certificate shall be placed in the Contract File for the Project.

In Witness Whereof, Engineer has executed this Certificate as of August 20th, 2013.

COMMONWEALTH ENGINEERS, INC.  
(Engineer)

By:   
(Signature)

Printed Name: Albert C. Stong, P.E.

Title: President

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 20th day of August, 2013.

My commission expires: June 9, 2021 (Signed) 

Residing in Johnson County Printed Name: Nancy M. Patterson

State of Indiana




**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract 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 undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Engineer: Commonwealth Engineers, Inc.

By (Written Signature):



Printed Name: Albert C. Stong, P.E.

Title: President

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF INDIANA


SS:

COUNTY OF MARION

Subscribed and sworn to before me this 20 day of August, 2013.

My commission expires: June 9, 2021

(Signed)



Residing in Johnson

County

Printed Name: Nancy M. Patterson

State of Indiana







*Environmental Engineers & Consultants*

*7256 Company Drive*

*Indianapolis, IN 46237*

*PH : (317) 888-1177*

*FAX: (317) 887-8641*

## MEMORANDUM

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**TO:** Barbara Lawrence, Town of Speedway – Town Manager

**Cc:** Norm Berry, Town of Speedway – Wastewater Superintendent  
Wendell Walters, Town of Speedway – Street Commissioner

**FROM:** Al Stong, PE

**DATE:** 6/22/13

**SUBJECT:** Contract Amendment  
Additional Post Construction Services

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Per our 6-10-13 meeting, Commonwealth Engineers, Inc. (Commonwealth) has assembled a contract amendment to:

1. Address additional work performed to date associated with Post Construction Monitoring Services,
  2. Provide additional Post Construction Monitoring Services as required
  3. Assemble a Preliminary Engineering Report (PER) amendment to obtain authorization to utilize some of the remaining existing State Revolving Loan Fund (SRF) monies on additional required work determined necessary - as a result of the Post Construction Monitoring Services performed to date (i.e. new CSO screen and new high flow low need pumps),
- &
4. Provide hourly as needed regulatory funding agency coordination services associated with this additionally required work.

### Background:

Upon completion of the WWTP project, it was determined that:

1. Connections to the interceptor south of 10<sup>th</sup> Street necessitated an adoption of an amended operational plan. This amended operational plan reduced the available storage depth of the tanks provided under said project.
- &
2. The existing CSO Romag Screen was in a dilapidated state requiring repair and or replacement. This CSO screen is required functional by the Town's NPDES.



### Work Performed:

To address the above noted issues, Commonwealth Engineers, Inc. (Commonwealth) has performed the following work items:

1. Field investigation / survey of the potentially connected homes south of 10<sup>th</sup> Street;
2. Amended operational plan;
3. Summary of potential corrective actions and relative opinions of probable construction cost;
4. Extensive flow analysis and Sanitary Sewer System XPSWMM model update(s);
5. Coordination with applicable regulatory and funding agency(s);
6. Re-assessment of potential corrective versus required actions to insure compliance with the Town's Long Term Control Plan (LTCP).

### Results:

As a result of this work, it has been determined that:

1. The Town has had no documented violations (i.e. unanticipated overflows);
2. Overflows that have occurred to date have been a result of antecedent moisture of a typical antecedent conditions and are therefore subject to enforcement discretion;
3. The updated model indicates:
  - a. The sewer separation project has met if not exceeded anticipated I&I reduction;
  - b. The remaining combined sewer areas are contributing I&I in excess of that originally determined and/or anticipated (note: excessive wet weather events over the post construction monitoring period have resulted in an ability to refine / redefine these contributions);
  - c. The town can continue to operate the system / WWTP under the modified operational plan and meet the anticipated level of control (through the incorporation of the utilization of the WWTPs existing secondary bypass @ a flow rate of approximately 7.5 MGD whereby peak flows of 11.25 MGD will receive primary treatment and the WWTP is maximized).

### Discussion:

The above issues and results have been documented, investigated, assembled, and discussed over the better course of 1-years- time (since the completion of the WWTP). Relevant documents assembled associated with same reviewed and discussed with the Town are listed below for reference sake (See "Relevant Document References").

On May 31, 2013 the Engineer and Town reviewed the culmination of these investigations / monitoring results. At the above referenced meeting, options were reviewed including:

1. Regulatory Documentation of Project's Success
2. Repair and/or new CSO Screen (and types of screens)
3. Incorporation of high flow low head pumps at WWTP
4. Perform additional flow metering and model refinement.
5. Perform additional sewer separation work.
6. Incorporate additional sanitary sewer remedial work.
- &
7. Perform focused sewer system improvements in vicinity of 10<sup>th</sup> to WWTP

### Conclusions:

Per the 5-31-13 meeting between Town and Engineer, it was the following additional work is desired (1) replace the existing dilapidated CSO screen with new more suitable screens and (2) incorporate high flow low head CSO pumps at the storage tank diversion structure (with modifications to the existing controls).

### Action Plan:

The following Action Plan is proposed to accommodate the Town's request:

1. Engineer to coordinate with IDEM and SRF, conveying results of post construction monitoring and insure work proposed is acceptable to all.
2. Engineer to assemble SRF PER proposing the following work items:
  - a. New CSO Screen
  - b. New Storage Diversion Structure Pumps and reprogramming of controls to maximize storage in the new CSO tanks.

Note: The SRF PER amendment will incorporate the investigations and conclusions performed and determined over the past year as a part of the Post Construction Monitoring and Supporting Analyses process. This information is required structured to assess the "No Action" Alternative along with proposed remedial option(s). The SRF PER amendment will be inclusive of an Engineers Opinion of Probable Construction and Non-Construction Cost(s). Upon approval of the SRF PER amendment the Engineer will then assemble a corresponding scope of services and fee for review and discussion with the Town consistent with the contents of the SRF PER amendment.

### Contractual Scope:

This Contract Amendment contains the following work items:

1. Additional Post Construction / Analyses Performed to Date:
  - a. \$25,998 Lump Sum
2. Post Construction Monitoring
  - a. \$10,000 Invoiced Hourly with respect to Time Incurred
3. SRF PER Amendment Assembly and Submission
  - a. \$15,000 Invoiced Hourly with respect to Time Incurred
4. Regulatory Assistance
  - a. \$10,000 Invoiced Hourly with respect to Time Incurred

Relevant Document References:

1. Speedway Post Construction Analysis with Hydraulic Model
2. Speedway WWTP New CSO Romag Screen
3. Speedway CSO Compliance Summary
4. XPSWMM Model and Corresponding Design – Unaccounted for Sewer Areas N of WWTP
5. Speedway CSO Project Post Construction Monitoring Meeting Minutes (2-11-13); with Attachments
6. Updated Modeling Results