

**RESOLUTION NO. 2013-22**

**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 PROVISION OF TECHNICAL AND LEGAL ASSISTANCE FOR SEWER SEPARATION AND WASTEWATER TREATMENT PLANT CONSTRUCTION**

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

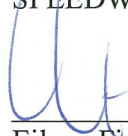
WHEREAS, Commonwealth Engineering, Inc. was awarded the contract for certain work and it has been determined that additional hours are needed to provide technical and legal assistance for ongoing issues with regard to construction.

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

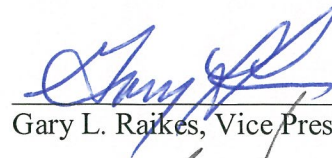
1. The Council approves an amendment to the original contract in an aggregate amount not to exceed \$30,000 as outlined in "Attachment A" hereto payable from funds through the Sanitation Depreciation with potential reimbursement.
2. The Council authorizes the Town Manager to execute the Amendment to 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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2013-01**

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:  
  
Legal Assistance / Material Assembly 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:  
  
An hourly not-to-exceed fee of \$30,000.00.
- 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>30,000.00</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 \_\_\_\_\_, 2013.

OWNER:

ENGINEER:

TOWN OF SPEEDWAY

COMMONWEALTH ENGINEERS, INC.

By: Barbara A. Lawrence  
Barbara A. Lawrence

By: Albert C. Stong  
Albert C. Stong, P.E.

Title: Town Manager

Title: President

Date Signed: 8/26/13

Date Signed: 8-20-13

Attest:

Attest:

By: Don L. Will

By: Ben R.

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 20, 2013.

COMMONWEALTH ENGINEERS, INC.  
(Engineer)

By:   
(Signature)

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


Title: President

STATE OF INDIANA

SS:

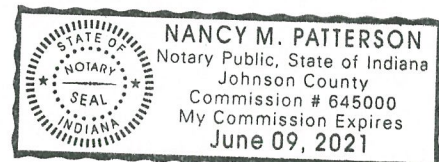
COUNTY OF MARION

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

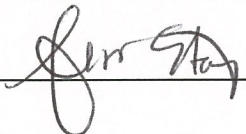


**E-Verify Affidavit**

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:

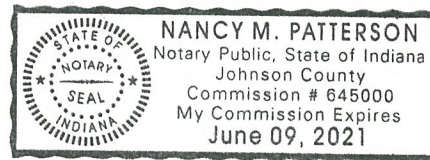
COUNTY OF MARION

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

My commission expires: June 9, 2021 (Signed) 

Residing in Johnson County Printed Name: Nancy M. Patterson

State of Indiana







**COMMONWEALTH™  
ENGINEERS, INC.**  
A wealth of resources to master a common goal.

*Environmental Engineers & Consultants*

*7256 Company Drive*

*Indianapolis, IN 46237*

**PH:** (317) 888-1177

**FAX:** (317) 887-8641

## MEMORANDUM

---

**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  
Legal Services / Material Assembly

---

Per our 6-10-13 meeting, Commonwealth Engineers, Inc. (Commonwealth) has assembled a contract amendment to be accessed on an hourly as needed basis.

Specifically, this amendment covers work efforts associated with assisting the town via attending meetings and in material(s) assembly associated with legal issues that have and may arise on the Sewer Separation Project (i.e. Specifically referencing contractors Howell Construction Company and Reith Riley).

The Engineer proposes an hourly agreement with an established sum of \$30,000.

This contract will be invoiced for services requested by Barbara Lawrence, Town of Speedway, Town Manager.