

RESOLUTION NO. 2014-7

**A RESOLUTION APPROVING CONTRACTS WITH  
COMMONWEALTH ENGINEERING, INC. FOR WORK RELATED TO  
THE COMBINED SEWER OVERFLOW OPERATIONAL PLAN AND  
ON-CALL AS-NEEDED ENGINEERING SERVICES**

WHEREAS, the Town of Speedway, Indiana (the "Town") has heretofore established, constructed and financed a municipal sanitary sewer works for the benefit and provision of services to the Town's residents; and

WHEREAS, the Town requires technical assistance to update the its CSO Operational Plan (the CSOOP), and on-call, as-needed minor engineering services; and

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

1. The Town Council hereby approves an On-Call Minor Engineering Services Contract with Commonwealth Engineers, Inc. as outlined in "Attachment A" hereto payable from the Sanitation Operating Account.

2. The Town Council hereby approves a CSOOP Contract with Commonwealth Engineers, Inc. as outlined as "Attachment B" in an amount not to exceed \$15,000 from the Sanitation Operating Account.

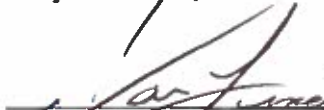
3. The Council authorizes the Town Manager to execute the Contracts authorized above and to take the administrative steps necessary to approve the contract.

PASSED BY the Speedway Town Council this 27th day of January 2014.

TOWN COUNCIL OF THE TOWN OF  
SPEEDWAY, INDIANA



Gary L. Raikes, President



David Lindsey, Vice President



Eileen Fisher, Member

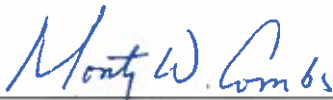
Absent

Jeff Hartman, Member



William Suffel, Member

ATTEST



Monty W. Combs  
Clerk-Treasurer

7A

SUGGESTED FORM OF  
TASK ORDER

This is Task Order No. 2014-01,  
consisting of 3 pages.

**Task Order**

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 12, 2013 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Town of Speedway – On-Call Services

B. Description: Minor Engineering Task (Primarily of an Electrical, Mechanical, and I&C nature) on an as-needed / requested basis.

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under N/A Construction Contracts.

2. Services of Engineer

☐ ~~Study and Report Services~~

☐ ~~Design Services~~

☐ ~~Bidding or Negotiating Services~~

☐ ~~Construction and Commissioning Services~~

☐ ~~Resident Project Representative Services~~

☐ Other Services

When so requested by the Owner, the ENGINEER will perform minor engineering tasks such as investigations and troubleshooting Electrical, Mechanical, and Instrumentation & Control (I&C) issues, or other related services, to the overall function of the Town's utilities. Normally, the results of these tasks will be reported in writing by the ENGINEER to the Owner's Designated Representative. These minor engineering tasks will be on As-Needed-Basis.

☐ ~~Additional Services Requiring an Amendment to Task Order~~

**SUGGESTED FORM OF  
TASK ORDER**

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: None

4. Times for Rendering Services

Phase

Completion Date

Other Services (Misc. Engineering)

As Requested

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Basic Services (Other Services)	Choose <u>One</u> : A. <del>Lump Sum</del> B. Standard Hourly Rates	As Requested

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants: Not Applicable

7. Other Modifications to Agreement: None.

8. Attachments:

- Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2013 – June 30, 2014
- Certificate of No Investment Activities in Iran
- E-Verify Affidavit

9. Documents Incorporated By Reference: None

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.

SUGGESTED FORM OF  
TASK ORDER

**SIGN  
& DATE**

The Effective Date of this Task Order is \_\_\_\_\_, 2014.

OWNER  
TOWN OF SPEEDWAY

ENGINEER  
COMMONWEALTH ENGINEERS, INC.

By:

Barbara A. Lawrence

By:

Albert C. Stong

Name: Barbara Lawrence

Name: Albert C. Stong, P.E.

Title: Town Manager

Title: President

Date Signed:

1/28/14

Date Signed:

1-13-14

Attest:

By:

Michelle Lidsky

Attest:

By:

Ben D...

Title:

EXECUTIVE ASSISTANT

Title:

Associate

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: Norman Berry

Name: Albert C. Stong, P.E.

Title: Superintendent

Title: President

Address: 1450 N. Lynhurst Drive

Address: 7256 Company Drive

Speedway, IN 46224

Indianapolis, IN 46237

E-Mail

E-Mail

Address: nberry@speedwayutilities.org

Address: astong@contactcei.com

Phone: (317) 246-2855

Phone: (317) 888-1177

Fax: (317) 240-1330

Fax: (317) 887-8641

**COMMONWEALTH ENGINEERS, INC.**  
**STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE**  
**July 1, 2013 – June 30, 2014**

<b>Billing Class</b>	<b>Rate Per Hour</b>	<b>Billing Class</b>	<b>Rate Per Hour</b>
Principal III	\$ 80.55	Environmental Compliance Manager	\$ 36.06
Principal II	\$ 73.91		
Principal I	\$ 62.55	Resident Project Representative IV	\$ 31.59
		Resident Project Representative III	\$ 27.87
Project Manager IV	\$ 66.85	Resident Project Representative II	\$ 25.16
Project Manager III	\$ 62.55	Resident Project Representative I	\$ 22.44
Project Manager II	\$ 51.01		
Project Manager I	\$ 45.92	Clerical III	\$ 24.53
		Clerical II	\$ 19.65
Project Engineer IV	\$ 51.75	Clerical I	\$ 15.39
Project Engineer III	\$ 41.26		
Project Engineer II	\$ 38.71	Reproduction Processor	\$ 19.21
Project Engineer I	\$ 35.90		
		Trainee	\$ 12.88
Engineering Intern III	\$ 33.31		
Engineering Intern II	\$ 28.08	CADD Specialist IV	\$ 31.64
Engineering Intern I	\$ 25.53	CADD Specialist III	\$ 28.74
		CADD Specialist II	\$ 24.57
Designer IV	\$ 39.60	CADD Specialist I	\$ 19.68
Designer III	\$ 33.65		
Designer II	\$ 30.95	IT Manager	\$ 40.42
Designer I	\$ 26.85	Multimedia Coordinator	\$ 35.01
Grants Manager	\$ 38.45	Surveyor	\$ 27.93

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 Misc. Electrical, Mechanical, I&C Assistance (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 January 13, 2014.

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 13th day of January, 2014.

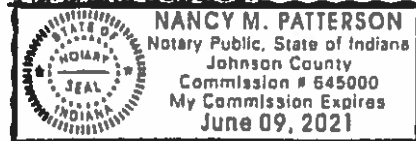
My commission expires: June 9, 2021

(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:

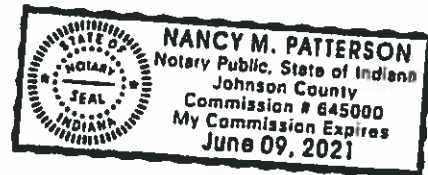
COUNTY OF MARION

Subscribed and sworn to before me this 13<sup>th</sup> day of January, 2014.

My commission expires: June 9, 2021 (Signed) 

Residing in Johnson County Printed Name: Nancy M. Patterson

State of Indiana



# SUGGESTED FORM OF TASK ORDER

This is Task Order No. 2014-02,  
consisting of 4 pages.

## Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 12, 2013 ("Agreement"), Owner and Engineer agree as follows:

### I. Specific Project Data

A. Title: Town of Speedway – CSOOP Update

B. Description: The Indiana Department of Environmental Management (IDEM) audited/inspected the City's Combined Sewer Overflow requirements for compliance with state and federal requirements on July 23, 2012. The audit findings as summarized in the attached letter from IDEM dated September 4, 2012 require the update of the City's Combined Sewer Overflow Operational Plan (CSOOP).

The CSOOP, which was initially approved by IDEM on October 14, 2003, will be updated in accordance with State and Federal requirements and will include the following elements:

- Proper Operation and Maintenance Program.
- Maximization of Storage in the Collection System.
- Review and Modify Pretreatment Ordinance.
- Operation to Maximize Flow.
- Ensure the Elimination of Dry Weather Overflows.
- Control Solids and Floatables.
- Implementation of Pollution Prevention Measures. and
- Monitor and Effectively Characterize CSO Impacts and the Efficacy of CSO Controls

### C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under N/A Construction Contracts.



SUGGESTED FORM OF  
TASK ORDER

2. Services of Engineer

- ☐ ~~Study and Report Services~~
- ☐ ~~Design Services~~
- ☐ ~~Bidding or Negotiating Services~~
- ☐ ~~Construction and Commissioning Services~~
- ☐ ~~Resident Project Representative Services~~
- ☒ Other Services
- ☐ ~~Additional Services Requiring an Amendment to Task Order~~

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: None

4. Times for Rendering Services

Phase

Completion Date

CSOOP Update

90 days from Notice to Proceed.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Basic Services (Other Services)	Choose One:	
	A. <del>Lump Sum</del>	
	B. Standard Hourly Rates	\$15,000.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants: Not Applicable

7. Other Modifications to Agreement: None.

SUGGESTED FORM OF  
TASK ORDER

8. Attachments:

- Audit Summary Letter from IDEM dated September 4, 2012
- Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2013 – June 30, 2014
- Certificate of No Investment Activities in Iran
- E-Verify Affidavit

9. Documents Incorporated By Reference: None

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.

SUGGESTED FORM OF  
TASK ORDER

**SIGN  
& DATE**

The Effective Date of this Task Order is \_\_\_\_\_, 2014.

OWNER  
TOWN OF SPEEDWAY

ENGINEER  
COMMONWEALTH ENGINEERS, INC.

By: \_\_\_\_\_

By: 

Name: Barbara Lawrence

Name: Albert C. Stong, P.E.

Title: Town Manager

Title: President

Engineer License or  
Firm's Certificate No. 10201336  
State of: Indiana

Date Signed: \_\_\_\_\_

Date Signed: 1-14-14

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: Brady M. Dryer  
Associate / Compliance Manager

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: Norman Berry

Name: Brady M. Dryer

Title: Superintendent

Title: Associate / Compliance Manager

Address: 1450 N. Lynhurst Drive

Address: 7256 Company Drive

Speedway, IN 46224

Indianapolis, IN 46237

E-Mail  
Address: nberry@speedwayutilities.org

E-Mail  
Address: bdryer@contactcei.com

Phone: (317) 246-2855

Phone: (317) 888-1177

Fax: (317) 240-1330

Fax: (317) 887-8641



## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We Protect Hoosiers and Our Environment.*

*Mitchell E. Daniels Jr.*  
Governor

*Thomas W. Easterly*  
Commissioner

100 North Senate Avenue  
Indianapolis, Indiana 46204  
(317) 232-8603  
Toll Free (800) 451-6027  
[www.idem.IN.gov](http://www.idem.IN.gov)

September 4, 2012

### VIA ELECTRONIC MAIL

Mr. William Suffel, President  
Speedway Town Council  
1450 North Lynhurst Drive  
Speedway, Indiana 46224-6499

Dear Mr. Suffel:

Re: Combined Sewer Overflow Program  
Post Audit Summary  
Town of Speedway  
NPDES Permit No. IN0032972  
Marion County

On July 23, 2012, staff from the Office of Water Quality conducted an audit of both the approved Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) and approved CSO Operational Plan (OP) implementation in Speedway. Our appreciation goes out to Norman Berry for his assistance during the CSO audit.

The Speedway LTCP was originally approved in NPDES permit No. IN0032972, issued November 14, 2007. A LTCP revision was approved in a NPDES permit modification issued January 10, 2011. The approved LTCP revision included projects designed to capture wet weather flows generated by a 10-year, 1-hour storm event for full treatment through the Speedway Wastewater Treatment Plant (WWTP). The LTCP has been fully implemented by the Town.

The audit indicated that Speedway may not be achieving compliance with treating wet weather flows in accordance with the approved LTCP. The following observations were made during the audit:

- The Town is obligated via their NPDES permit to conduct Post Construction Monitoring (PCM) to determine whether LTCP controls, as designed and implemented, provide for treating wet weather flows in accordance with the approved LTCP.
- Verbal communication with WWTP staff indicated that the Town is unable to operate the CSO Storage Facilities as designed. Specifically, PCM shows that the Town is unable to utilize the large capacity WWTP influent line for wet weather storage without causing basement flooding. This inability to maximize storage capacity in the influent line also results in the inability to fully maximize storage in the CSO Storage Tank at the WWTP. Consequently, it appears that

CSO events are occurring from precipitation events less than the 10-year, 1-hour storm.

- Stormwater-related projects (beyond the scope of the LTCP) currently being implemented include: removal of stormwater from the Allison facility and construction of a green infrastructure facility to treat stormwater from Praxair.

The following LTCP actions are required of Speedway:

The Town of Speedway must provide correspondence to IDEM explaining the results of the Town's attempt(s) to utilize the influent line at the WWTP for wet weather storage. IDEM understands that the NPDES permit for Speedway identifies a PCM period through September 2013. However, IDEM believes that if PCM data indicates that fully implemented LTCP is not achieving the approved level of control, at any point during the PCM period, then the community should not wait until the end of the PCM period to begin evaluating additional LTCP controls.

Please note that the implementation schedule for the originally approved LTCP for Speedway has expired. The schedule was incorporated into the Speedway NPDES permit because the LTCP was to be fully implemented within 5 years or less (within a permit term). If the approved LTCP is determined to be insufficient, the Town must submit a LTCP Amendment to IDEM for approval. The LTCP Amendment must propose additional controls, including a schedule for implementing the proposed controls, to achieve compliance with treating wet weather flows in accordance with the approved LTCP. LTCP implementation schedules of greater than 5 years (including an amendment) must be incorporated into an enforceable mechanism other than the NPDES permit. Therefore, once the LTCP Amendment, if necessary, is approved, IDEM would initiate an Agreed Order with the Town to memorialize the additional projects and corresponding implementation schedule.

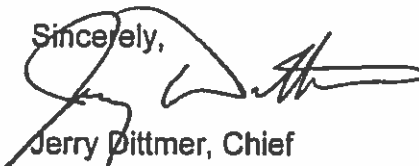
The Speedway CSO OP was approved on October 14, 2003. IDEM staff were informed during the audit that collection system operation and maintenance activities are the responsibility of Street Department staff. Those personnel were not present during the audit, therefore, IDEM staff were unable to confirm that the CSOOP is being implemented as approved. Additionally, the audit indicated that the Town has not updated the approved plan in accordance with their NPDES permit. The following CSOOP actions are required of Speedway:

- The responsible party for Speedway must provide written communication to IDEM documenting that the Street Department is implementing the CSOOP as approved.
- Along with confirming the ongoing implementation of the CSOOP, Speedway must confirm their commitment to revising their CSOOP, as necessary, and include a proposed timeframe for completing the CSOOP revision.

Mr. William Suffel, President  
Page Three

Please submit the LTCP and CSOOP correspondence mentioned above to IDEM, Office of Water Quality, Municipal NPDES Permits Section, within 45 days from the date of this letter. Please direct any questions regarding this letter to Dave Tennis at 317/232-8710 or by e-mail at [dtennis@idem.in.gov](mailto:dtennis@idem.in.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Pittmer", is written over the word "Sincerely,".

Jerry Pittmer, Chief  
Municipal NPDES Permits Section  
Office of Water Quality

cc: Mr. Norman Berry, Jr., Wastewater Superintendent  
Don Daily, IDEM Wastewater Inspections

**COMMONWEALTH ENGINEERS, INC.**  
**STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE**  
**July 1, 2013 – June 30, 2014**

<b>Billing Class</b>	<b>Rate Per Hour</b>	<b>Billing Class</b>	<b>Rate Per Hour</b>
Principal III	\$ 80.55	Environmental Compliance Manager	\$ 36.06
Principal II	\$ 73.91		
Principal I	\$ 62.55	Resident Project Representative IV	\$ 31.59
		Resident Project Representative III	\$ 27.87
Project Manager IV	\$ 66.85	Resident Project Representative II	\$ 25.16
Project Manager III	\$ 62.55	Resident Project Representative I	\$ 22.44
Project Manager II	\$ 51.01		
Project Manager I	\$ 45.92	Clerical III	\$ 24.53
		Clerical II	\$ 19.65
Project Engineer IV	\$ 51.75	Clerical I	\$ 15.39
Project Engineer III	\$ 41.26		
Project Engineer II	\$ 38.71	Reproduction Processor	\$ 19.21
Project Engineer I	\$ 35.90		
		Trainee	\$ 12.88
Engineering Intern III	\$ 33.31		
Engineering Intern II	\$ 28.08	CADD Specialist IV	\$ 31.64
Engineering Intern I	\$ 25.53	CADD Specialist III	\$ 28.74
		CADD Specialist II	\$ 24.57
Designer IV	\$ 39.60	CADD Specialist I	\$ 19.68
Designer III	\$ 33.65		
Designer II	\$ 30.95	IT Manager	\$ 40.42
Designer I	\$ 26.85	Multimedia Coordinator	\$ 35.01
Grants Manager	\$ 38.45	Surveyor	\$ 27.93

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 CSOOP Update (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 January 14, 2014.

COMMONWEALTH ENGINEERS, INC.  
(Engineer)

By: \_\_\_\_\_

  
(Signature)

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

Title: President

STATE OF INDIANA

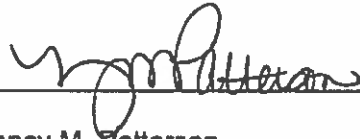
SS:

COUNTY OF MARION

Subscribed and sworn to before me this 14<sup>th</sup> day of January, 2014.

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 14th day of January, 2014.

My commission expires: June 9, 2021

(Signed)



Residing in Johnson

County

Printed Name: Nancy M. Patterson

State of Indiana

