TASK ORDER

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

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated <u>April 22, 2021</u> ("Agreement"), Owner and Engineer agree as follows:

 Background Data 	L.	Backg	round	Data
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A.	Effective Date of Task Order:	5/2/23
В.	Owner:	City of Auburn
C.	Engineer:	Commonwealth Engineers, Inc.
D.	Specific Project (title):	CR 427 – Woodland Trail Addition – CR 68 Sewer & Water Planning
E.		The project involves municipal sewer-septic elimination and sis to the south of Auburn, in an area generally bounded by CR

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - as follows: As outlined in the Scope of Basic Engineering Services.

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: N/A

4. Task Order Schedule

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

Final deliverables to be provided to the OWNER in sixty (60) days based on authorization to proceed date.

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)
Task 1 – CR 427 – Woodland Trail – CR 68 Sewer Planning	\$7,500	Lump Sum
Task 1A – CR 427 – Woodland Trail – CR 68 Water Planning	\$2,500	Lump Sum
TOTAL	\$10,000	

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: N/A
- 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 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:

- Scope of Basic Engineering Services
- 9. Other Documents Incorporated by Reference: N/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 Effective Date of this Task Order is Hay 2 2023				
OWNER: CITY OF AUBURN	ENGINEER: COMMONWEALTH ENGINEERS, INC.			
By:	By: Bras Desharrais			
Print Name: Michael D. Ley	Print Name: Brian Desharnais, Ph.D., P.E.			
Title: Mayor	Title: Vice President			
Date: 5-2-23	Date: April 6, 2023			
	Engineer License or Firm's Certificate No. (if required): 10708217			
	State of: Indiana			
Attest: By: Patricia M. Miller	Attest: By: Benjamin Adams, P.E.			
Title: Clerk-Treasurer	Title: Senior Project Manager/Partner			
	CFO/Accounting Cocusioned by: Approval: Approval: Approval:			
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:			
Name: Daryl McConnell, PLS	Name: Ben Adams, P.E.			
Title: Civil City Engineer	Title: Senior Project Manager/Partner			
Address: 210 S. Cedar St., 2 nd Floor, PO Box 506	Address: 9604 Coldwater Road, Suite 203			
Auburn, IN 46706	Fort Wayne, IN 46825			
E-Mail Address: <u>dkmcconnell@ci.auburn.in.us</u>	E-Mail Address: <u>badams@contactcei.com</u>			
Phone: (260) 925-8264 Ext. 1401	Phone: (260) 494-3223			

CITY OF AUBURN, INDIANA CR 427 – WOODLAND TRAIL ADDITION – CR 68 SEWER & WATER PLANNING SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Commonwealth Engineers, Inc. (hereafter referred to as ENGINEER) shall provide the City of Auburn, Indiana (hereafter referred to as OWNER) professional engineering services in all phases of the project to which this scope of services applies. These services will include serving as OWNER's professional representative for the Project, providing professional engineering consultation and advice, and furnishing civil and environmental engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The project involves municipal sewer-septic elimination and water planning with an emphasis to the south of Auburn, in an area generally bounded by CR 427, CR 68, Woodland Trail and I-69. The OWNER currently has sewer facilities to the north of this area; however, the discovery of elevated e coli levels at various test sites in the area has prompted the City in conjunction with the Dekalb County Department of Health to investigate the extension of municipal sanitary sewer service to the general area to affect the relief of failed or failing septic systems that are likely contributors to poor water quality samples taken from the area. In addition to the investigation of sewer options for the area, the extension of municipal water service to the area will also be considered as a part of the overall planning effort. The feasibility planning efforts will ensure that municipal sewer and water recommendations provide guidance for improvements necessary to service the existing development in the area (approximately 45 existing single-family homes) as well as facilitate future growth.

Detailed tasks are listed below in the scope of work for the CR 427-Woodland Trail-CR 68 Sewer & Water Planning and are presented for consideration by the OWNER.

C. SCOPE OF WORK

The ENGINEER shall develop and provide the following services:

Task 1 & 1A - Municipal Sewer Service-Septic Elimination and Municipal Water Service Planning Study

- Planning Area: Based on information set forth by the City of Auburn and described in the Project Description (further identified as Figure 1), review background information on existing utilities and review current development characteristics. This will involve a thorough review of existing connections to the system in this area as well as planning level estimates of growth in either existing development areas or areas where development is forecasted to occur generally the area between Woodland Trail and CR 68. Growth projections developed in the recent wastewater and water master plans will be utilized to streamline the effort required to complete these defining planning area characteristics.
- 1.2 <u>Preliminary Municipal Sewer Service-Septic Elimination Options</u>: Develop up to three (3) separate sewer service options to encompass septic elimination for the existing homes and service for future development in the area. Each option will be accompanied by a map and planning level estimate of total project costs. Alternatives will be planning-level based on readily available surface topography and will not involve surveying or field work.
- 1.3 Preliminary Municipal Water Options: Develop one or two (1-2) water service options to extend municipal water to existing homes and provide service for future development in the area. Each option will be accompanied by a map and planning level estimate of total project costs. Alternatives will be planning-level based on readily available surface topography and will not involve surveying or field work.

- 1.4 <u>Information Requests</u>: Based on the scoping meeting and in an effort to set forth the most complete final product, we would request that the OWNER provide the following information:
 - As-Builts and/or other appropriate existing sewer/water information such as inverts, rim information and sewer/water sizing of potential points of discharge or connection from the planning area
 - o Elevations & Contour data of the planning area
 - CAD and GIS files of the planning area assuming we need additional information not provided in either the wastewater or water master planning efforts.
 - Existing sewer development plans for existing infrastructure to the north of the planning area assuming there are any.
 - o Information on proposed development within the planning area, if any.
 - Other relevant information that may be appropriate when considering discharge locations, such as a history of surcharging or capacity concerns on existing trunk lines and flow data for existing lift stations.
- 1.5 <u>Develop Technical Memo</u>: Develop a draft technical memorandum documenting each of the alternatives coupled with planning level project cost estimates. Conduct one meeting with the OWNER to review the various alternatives for municipal sewer and water service for the planning area and incorporate any changes requested by the OWNER into a final technical memorandum. Deliverables include an electronic copy (PDF) and three (3) hard copies of the feasibility study.

E. SCHEDULE

Final deliverables to be provided to the OWNER in 60 days based on authorization to proceed date.

F. FEE

The following fee schedule are for the tasks identified in Paragraph C. Scope of Work:

Task 1 CR 427-Woodland Trail-CR 68 Sewer Planning \$ 7,500 (Lump Sum)
Task 1A CR 427-Woodland Trail-CR 68 Water Planning \$ 2,500 (Lump Sum)

