



March 26, 2024

Mayor Guy Titus
Board of Public Works and Safety
10 South State Street
Greenfield, IN 46140

Re: Greenfield Wastewater Utility – Sewer Use Ordinance Update

Mayor and Board Members,

The section in chapter 51 of our City code that defines our Sewer Use Ordinance (SUO) will need to be updated with the completion of our new WWTP and the issuance of a new NPDES permit for the facility. The SUO defines many things, but mainly covers what can be discharged to the City sewer system based on what our WWTP is capable of treating and what is prohibited. The industrial users within the City are currently permitted through IDEM, but ultimately are required to follow the restrictions set forth in our ordinance.

I requested a proposal from Commonwealth Engineers, Inc. to update our SUO and to also review the other sections of chapter 51 and update those as needed. Commonwealth submitted the attached Task Order # 2024-01 to complete this work. This update will be a combined effort between the City and Commonwealth and final direction will be determined by the City attorney in order to ensure that the update is consistent with the other chapters of the City code and is detailed in item 1.E. of their proposal. The total proposed estimated hourly, not to exceed cost for this work is \$25,000.00.

At this time, I am requesting that the approve Task Order #2024-01 for the estimated hourly, not to exceed cost of \$25,000.00. A copy of the proposal has been included for your review. Please let me know if there are any questions or if any other information is needed at this time.

Best Regards,

A handwritten signature in blue ink, appearing to read "Nicholas Dezelan".

Nicholas Dezelan, CHMM, ASP
Wastewater Utility Manager

Cc: Gregg Morelock – City Attorney
Jane Webb – Utility Coordinator

Wastewater Utility
809 South State Street: Greenfield, Indiana 46140
wwtp@greenfieldin.org
Phone 317-477-4360 Fax 317-477-4361

TASK ORDER

This is CEI Task Order No. 2024-01, 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 August 13, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: _____
- B. Owner: City of Greenfield
- C. Engineer: Commonwealth Engineers, Inc.
- D. Specific Project (title): Wastewater Utility Industrial Pretreatment Program Assistance
- E. Specific Project (description): This project will include the review and update the City’s existing Sewer Use Ordinance (SUO) and Enforcement Response Plan (ERP) in accordance with the Indiana Department of Environmental Management (IDEM) and United States Environmental Protection Agency (USEPA) Non-Delegated Industrial Pretreatment requirements as identified in the City’s NPDES Permit. A review and update of the City’s numeric local limits will also be conducted in accordance with USEPA Region 5 requirements. Additionally, the remaining portions of the City’s Chapter 51 Sewers will also be reviewed and updated consistent with other wastewater utilities in the State of Indiana with final direction from the Owner.

2. Services of Engineer

A. Other Services

Engineer shall also provide the following services: As stated above under Item 1.E. “Specific Project (description)”.

- 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: 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:

Action	Schedule
Local Limits Update	
Submit Local Limits (LL) Memo to Owner for Review	60 days from effective date of Task Order
Obtain Owner comments	30 days from LL Memo Submittal to Owner
Finalize LL Memo	30 days from receipt of Owner comments
SUO & ERP Update	
Submit Revised SUO, ERP, & Memo to Owner for Review	90 days from effective date of Task Order
Obtain Owner comments	30 days from SUO, ERP, & Memo Submittal to Owner
Finalize SUO, ERP, & Memo	30 days from receipt of Owner comments

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.B above)	\$25,000.00	EHNTE

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:

- 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

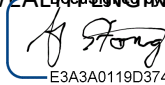
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:
CITY OF GREENFIELD

ENGINEER:
COMMONWEALTH ENGINEERS, INC.

By: _____

By:  _____
E3A3A0119D374E3...

Print Name: _____

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

Title: _____

Title: President

Date: _____

Date: 3/21/2024


Engineer License or Firm's
Certificate No. (if required): 10201336

State of: Indiana

Attest:

Attest: 

By: _____

By:  _____
C6BE1245FDF841A...

Title: _____

Title: Partner/Environmental Compliance Mgr.

CFO/Accounting
Approval:  _____
8F6D23C207094E8...

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Nicholas Dezelan, CHMM, ASP

Name: Brady M. Dryer

Title: Wastewater Utility Manager

Title: Partner/Environmental Compliance Mgr.

Address: 809 South State Street

Address: 6325 Digital Way, Suite 101

Greenfield, IN 46140

Indianapolis, In 46278

E-Mail Address: ndezelan@greenfieldin.org

E-Mail Address: bdryer@contactcei.com

Phone: _____

Phone: (463) 900-1177

Attachment 1 - Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

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.