



*Department of Engineering*

**January 24, 2023**

Board of Public Works & Safety  
10 South State Street  
Greenfield, IN 46140

Dear Members,

We are currently entered into a professional service agreement with Wessler Engineering for our Municipal Separate Storm Sewer Systems (MS4) program implementation and administration. This includes completing the annual MS4 permit, assistance with any audits by the Indiana Department of Environmental Management (IDEM), work with City departments with the Storm Water Quality Management Plan, assist with public education and outreach, conduct site compliance evaluations of City department properties, and annual reports. The individual work tasks will be completed on an as-needed basis and will be tracked hourly. Wessler has performed satisfactorily, to date.

Therefore, I would like to ask for approval of the professional services amendment with Wessler Engineering in the increased amount of \$35,000.00 for a new contract total not to exceed \$253,500.00.

<b>Contract Summary</b>		
<b>Contract</b>	<b>Amount</b>	<b>Date Approved</b>
Original Contract	\$ 10,000.00	07/14/2010
Amendment #1	\$ 10,000.00	03/26/2013
Amendment #2	\$ 10,000.00	01/14/2014
Amendment #3	\$ 13,500.00	08/26/2014
Amendment #4	\$ 25,000.00	12/23/2014
Amendment #5	\$ 15,000.00	12/22/2015
Amendment #6	\$ 15,000.00	11/18/2016
Amendment #7	\$ 15,000.00	12/12/2017
Amendment #8	\$ 15,000.00	11/13/2018
Amendment #9	\$ 30,000.00	1/14/2020
Amendment #10	\$ 30,000.00	12/8/2020
Amendment #11	\$ 30,000.00	1/25/2022
<b>Amendment #12</b>	<b>\$ 35,000.00</b>	
<b>Total Revised Contract</b>	<b>\$ 253,500.00</b>	

Sincerely,

Jason A. Koch, P.E.  
City Engineer

**AMENDMENT NO. 12**  
**TO AGREEMENT**  
**BETWEEN**  
**CITY OF GREENFIELD**  
**BOARD OF PUBLIC WORKS AND SAFETY**  
**AND**  
**WESSLER ENGINEERING, INC.**  
**FOR**  
**STORMWATER PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 12 to existing AGREEMENT, entered into by and between City of Greenfield Board of Public Works and Safety, 10 South State Street, Greenfield, IN 46140 (hereinafter named OWNER) and Wessler Engineering, Inc., 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER) executed on July 14, 2010:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

**ARTICLE I**  
**SCOPE OF PROFESSIONAL SERVICES**  
**SHALL BE AMENDED AS FOLLOWS:**

ENGINEER shall assist the OWNER with the Municipal Separate Storm Sewer System (MS4) Program Implementation and Administration. The following services shall be completed in 2023 upon request.

- A. Complete a Water Quality Characterization Report (WQCR) for receiving waters identified in the NOI (formerly Part B). Include a land use assessment, inventory of stormwater quality structural and nonstructural management measures, identification of receiving water impairments and sensitive areas. To be submitted by April 1, 2023.
- B. Assist with the continued implementation of the best management practices identified in the Stormwater Quality Management Plan (SWQMP) as needed.

- C. Review the stormwater system mapping requirements and provide recommendations and a summary to the OWNER which includes the implementation of the MS4 jurisdictional boundaries in a geographic Information System (GIS) format by July 5, 2023.
- D. Review and provide technical language suggestions to update the construction, post-construction and IDDE ordinances by July 5, 2024.
- E. Review and update standard operating procedures for construction, post-construction and municipal operations pollution prevention and good housekeeping.
- F. If scheduled, assist with preparing for and attend one IDEM audit on the Minimum Control Measures (MCMs).
- G. Gather information from the OWNER for the Annual Report for activities occurring in 2022 and prepare the submittal prior to April 1, 2023.
- H. Organize and conduct one Stormwater Planning Team meeting in 2023 to review the implementation of the SWQMP. Planning Team members could include select Utility and City Department Managers, elected officials, and other interested parties. Organize additional meetings as the budget allows to update the program for the MS4GP requirements.
- I. Conduct an Annual Facility Assessment at the municipal facilities to ensure that stormwater BMPs and Stormwater Pollution Prevention Plans (SWPPPs) are implemented and updated per MS4 permit requirements. Facilities include: Animal Management, Fire Department, City Maintenance Garage, Street Department, City Stockpile Area, Parks Department, Power & Light Department, Sewer Department, Water Department, Water Maintenance Department and Wastewater Treatment Plant. Following the evaluation, provide a summary report and list of recommendations for improvement.
- J. Provide on-call implementation and administration assistance as requested by OWNER.

**ARTICLE IV  
COMPENSATION  
SHALL BE AMENDED AS FOLLOWS:**

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article I, of this Amendment No. 12, shall be on a time and materials basis in the not-to-exceed amount of \$35,000.00. ENGINEER may allocate dollars between the individual tasks within the not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

All other terms and conditions contained in the AGREEMENT shall remain unchanged and continue in full force and effect.

This AMENDMENT to AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AMENDMENT to AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this AMENDMENT No. 12 to existing AGREEMENT, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ENGINEER  
WESSLER ENGINEERING, INC.

OWNER  
CITY OF GREENFIELD  
BOARD OF PUBLIC WORKS AND SAFETY

*Mary K. Atkins*

Mary K. Atkins, P.E., CPESC, LEED AP  
Vice-President

Chuck Fewell  
Mayor

Attest: *Amy L. Harvell*  
Amy L. Harvell, CHMM, RPC  
Environmental Services Sr. Project Manager  
II

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

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

Date: 01/18/2023

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

Board of Public Works and Safety Members Signatures:

Print Name:

Signature:

Larry Breese

\_\_\_\_\_

Katherine Locke

\_\_\_\_\_

Kelly McClarnon

\_\_\_\_\_

Glenna Shelby

\_\_\_\_\_

ADDRESS FOR GIVING NOTICE:  
Wessler Engineering, Inc.  
6219 S. East Street  
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:  
City of Greenfield  
10 South State Street  
Greenfield, IN 46140

ALH/jmw/T:/Contracts/Greenfield/Proposals/P#03248/Greenfield 2023 MS4 Services Proposal

Attachments: No. 1 - 2022 Hourly Rate and Reimbursable Expense Schedule



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## ATTACHMENT NO. 1 2022 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$235
Senior Project Manager I/II	\$200/\$225
Senior Project Engineer I/II	\$200/\$225
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$135
Project Engineer I/II/III/IV	\$125/\$135/\$155/\$165
Engineer	\$110
Electrical/Control System Senior Project Manager I/II	\$200/\$235
Electrical/Control System Senior Project Engineer I/II	\$200/\$235
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Electrical Engineer	\$115
Control System Engineer I/II/III/IV	\$115/\$135/\$155/\$170
Control System Technician	\$90
Environmental Services Senior Project Manager I/II	\$155/\$165
Environmental Services Project Manager I/II	\$135/\$145
Environmental Services Assistant Project Manager	\$110
Environmental Scientist I/II/III	\$85/\$95/\$105
CAD Manager I/II	\$125/\$160
GIS Manager I/II	\$120/\$150
Senior Designer I/II	\$120/\$135
Designer	\$110
GIS Technician I/II	\$90/\$100
Technician I/II/III/IV	\$65/\$85/\$95/\$105
Senior Resident Project Representative I/II	\$115/\$125
Resident Project Representative I/II/III/IV	\$65/\$85/\$95/\$105
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$180
Survey Manager	\$130
Survey Crew Chief I/II	\$90/\$100
Project Analyst I/II	\$100/\$110
Project Coordinator	\$90
Project Administrator	\$60

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24" x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$25.00 per hour
Drone Equipment		\$25.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

January 1, 2022