

**MS4 STORMWATER GENERAL PERMIT (INR040000)
MS4 PERMIT COMPLIANCE AND PROGRAM IMPLEMENTATION**

This is a guidance worksheet to help create a scope of work or position profile for MS4 coordinators, based on the new MS4 Stormwater General Permit.

- Permit compliance and program implementation can be conducted by the MS4 operator, MS4 coordinator, support staff, Soil and Water Conservation Districts, Solid Waste Management Districts, Purdue Extension Offices, local Health Departments, Document that the SWQMP includes provisions to allow opportunities for citizens to participate in the storm water management program
- Document regular program updates to elected officials.
- Document compliance with applicable public notice requirements
- Retain copies of public notices.
- Document BMPs that were implemented went beyond those listed in your original SWQMP for this MCM.
➤ or consultants through a memorandum of understanding with the permitted entity.

Program Management

- Complete and submit to IDEM your initial and renewal NOI and SWQMP Part A by the required date (every five years)
- Reply in writing to IDEM if you receive a Notice of Deficiency for the NOI.
Complete and submit to IDEM Rule13 annual report by the required date.(new permittee – once a year, current permittees – year two and year four)
- Complete a summary of the current storm water budget, expected or actual funding source, and a projection of the budget for the next permit cycle and submit it with the annual report.
- Document your process for regularly measuring progress against goals stated in the SWQMP
- Maintain current contact information for MS4 operator and MS4 coordinator.
- Maintain an organizational and communications chart for program implementation.
- Review storm water ordinance each permit term and submit updates to IDEM
- Prepare all required materials for IDEM scheduled permit audits.

- Document all permit activities and maintain appropriate records for all MCM compliance
- If a commercial data base is used for record keeping, make sure a back-up of all information is kept

Water Quality Characterization

- Document the completed characterization of the water quality of all known waters that receive stormwater outfall discharges from the Town MS4 area.
- The characterization must begin with the receiving waters identified in the notice of intent (**NOI**) submittal, and, as additional receiving waters are identified, the characterization may be expanded to further develop program goals.

Public Education and Outreach – Public Participation and Involvement – MCMs 1 & 2

- Document yearly review of the best management practices (BMPs) you identified in your SWQMP Part C. For each BMP, identify the measurable goals, tracking and programmatic indicators completed and document the timeline and explain if the goals and objectives were achieved during the reporting period
- Document the existing educational programs that are being used.
- If you collaborate with an outside agency for educational programs, document what was completed by the contractor/partner.
- Review and document the education program for adequacy and accuracy
- Complete a storm water quality assessment of constituent knowledge during each permit term
- Identify the method used.
- Document how you utilized the information gathered from the assessment in developing your educational strategies.
- Maintain copies of all materials produced and used in educational programs each year.
- Document BMPs that were implemented went beyond those listed in your SWQMP for this MCM.
- Document that the SWQMP includes provisions to allow opportunities for citizens to participate in the storm water management program
- Document regular program updates to elected officials.
- Document compliance with applicable public notice requirements
- Retain copies of public notices.
- Document BMPs that were implemented went beyond those listed in your original SWQMP for this MCM.

Illicit Discharge Detection and Elimination – MCM 3

- Keep storm water system map current showing the location of all outfalls and MS4 conveyances in the MS4 area.
- Identify mapping beyond the 12/24 requirements.
- Review illicit discharge ordinance in place and document enforcement action.
- Keep documentation of enforcement actions
- Document and describe the type of report-a-polluter program is implemented in the MS4 area
- Document dry weather screening process
- Keep up to date a list of all active industrial facilities within the Ms4 area that discharge into the MS4 conveyance
- If water quality monitoring is conducted, identify field-testing methods used
- Develop and implement employee training.

Construction Site Storm Water Run-off Control – MCM 4

- Document construction site inspections and actions taken.
- Keep monthly construction site inspection reports for review by IDEM.
- Identify who completes your plan reviews.
- Keep documentation of construction site enforcement actions taken.
- Develop and implement training for contractors and developers.
- **THIS JOB SHOULD BE DONE BY** A Certified erosion and sediment control specialist.

Post - Construction Site Storm Water Run-off Control – MCM 5

- Document post-construction site inspections and actions taken.
- Keep monthly construction site inspection reports for review by IDEM.
- Keep documentation of post -construction site enforcement actions taken.
- Develop and implement training for contractors and developers.

Municipal Facilities - Good Housekeeping Pollution Prevention – MCM # 6

- Manage municipal owned and operated facilities, including implementation of a SWPPP or SPCC plan.
- Document and describe all employee-training for storm water pollution prevention (minimum once each year)
- Manage all municipal development and redevelopment projects.
- Manage and keep written documentation of all street repair and maintenance activities.
- Manage and keep written documentation of all streets sweeping activities.
- Manage and keep written documentation of all storm drain maintenance activities
- Manage and keep written documentation of all park and landscape maintenance
- Develop and implement residential stewardship programs (these can be included in public outreach events
- Manage and keep written documentation of all storm water management practices (detention ponds, wet ponds, bioretention areas, swales, filtration practices, etc.)

Ms. Rajeanne (Reggie) Korthals, MPA. MS4CECI

Rkorthals@bfsengr.com

rlkortha@iu.edu

Cell: 219-246-0440



Reggie Korthals is the Senior Environmental Resource Project Manager in the Stormwater Division at Butler Fairman & Seufert, Civil Engineering in Indiana and works out of the Merrillville office. She is responsible for stormwater program development, client support and regulatory guidance. Reggie also serves as the *Executive Director of the Indiana MS4 Partnership*.

Reggie retired from the Indiana Department of Environmental Management (IDEM), Office of Water Quality, after ten plus years as the Program Manager for Indiana's Municipal Separate Storm Sewer System (MS4) NPDES permit program. She worked with 182 Indiana permitted communities on compliance, technical assistance, and implementation. Reggie developed the *Indiana MS4 Partnership Annual Meeting* that is designed to provide compliance assistance, educational information, and networking opportunities to the state permittees. 2023 will mark the 16th year of this nationally recognized event.

Ms. Korthals served as Environmental Director for the Northwest Indiana Regional Planning Commission (NIRPC) from 1999 - 2007, managing the regional Environmental Management Policy Committee (EMPC) for the Commission. The program focused on air quality, water quality, and natural resources protection.

Reggie is a nationally recognized speaker and presenter on water resource protection, regional planning, air quality protection and environmental policy. She has presented to the National Association of Regional Councils, Federal Highway Administration, United States Environmental Protection Agency, American Planning

Association, The Council of State Governments, and many local and regional organizations.

Reggie is the recipient of the *Indiana Quality of Life Council Award* for outstanding contributions to environmental protection in Indiana and the *IDEM Exceptional Service in Environmental Management* in 2008, 2010, 2012 and 2014.

Ms. Korthals holds a Master of Public Administration and Environmental Law & Policy from the SPEA School at Indiana University. She holds undergraduate degrees from Purdue University and Kent State University in Ohio. She was raised in Euclid Ohio and came back to Valparaiso where her mom was born and taught Speech and /debate at Chesterton High school also serving as the Varsity Debate Coach

She currently serves as an Adjunct Professor in the SPEA School at IU Northwest teaching Environmental Science and Environmental Policy & Law at the graduate and undergraduate levels.

AGREEMENT BETWEEN OWNER AND ENGINEER

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____, by and between The Town of Munster, Indiana, Town Council located at 1005 Ridge Road, Munster Indiana 46321 hereinafter called the **OWNER** and Butler, Fairman, & Seufert, Inc., of 8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana 46240, hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

2023 MS4 PERMIT COMPLIANCE AND PROGRAM IMPLEMENTATION ASSISTANCE

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER** and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. **Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

8488 Georgia Street, Suite C, Merrillville, IN 46410 and/or
8450 Westfield Boulevard, Suite 300, Indianapolis, IN 46240

2. **Employment**

During the period of this Agreement, the **ENGINEER** shall not engage on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. **Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. **Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER**

from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors, and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications, and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications, and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00.

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** monthly as the work progresses.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications, and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost-plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER**, and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each bind themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs, or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 20 ____.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

OWNER:
TOWN OF MUNSTER, INDIANA

Jacob L. Dammarell,
Executive Vice President

Chuck Gardiner, Council President

Attest:

Secretary

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

Town of Munster MS4 Permit Compliance and Program Implementation Assistance. Whereas, the Town seeks assistance in meeting current compliance and maintaining compliance with new MS4 Stormwater General Permit, the services to be provided include the tasks required to manage and implement permit requirements set forth under the Storm Water Quality Management Plan and IDEM.

B. SCOPE OF WORK

The one (1) year scope of work outlined in Appendix "A-1" is intended to identify the tasks necessary to maintain compliance with the Storm Water Quality Management Plan and IDEM as of the date of this agreement.

The tasks identified in Appendix "A-1" consist of duties that would be outlined in typical job description for a full time MS4 Coordinator or outsourced consultant/engineer and will assist the **OWNER** in the assurance of an adequate level of compliance with their Storm Water Quality Management and IDEM.

APPENDIX “A-1”

SCOPE OF SERVICES **2023 MS4 STORMWATER GENERAL PERMIT COMPLIANCE AND PROGRAM** **IMPLEMENTATION ASSISTANCE**

The **ENGINEER** will coordinate with the **OWNER** on permit compliance and program implementation and identify the tasks to be conducted by the MS4 Operator, Town support staff, and other agencies and/or partners in addition to the following scope of work to be performed by the **ENGINEER**:

Reporting:

- The 2022 MS4 Annual Report
- The update to the Stormwater Quality Management Plan (SWQMP)
- The Water Quality Characterization Report (WQCR)

Municipal Owned and Operated Facilities Inspections & Updated SWPPP:

- Update if needed an inventory of MS4 Owned and Operated facilities.
- Complete an assessment of Municipal Owned and Operated facilities.
- Update and/or amend a Stormwater Pollution Prevention Plan (SWPPP) for all Municipal Owned Facilities, based on IDEM audit comments.
- Develop a schedule and maintenance process for the documentation of MS4 conveyances and structures including outfalls, open channels, ditches, and other drainage structures.

Employee Training and Website Updates:

- Complete Annual Employee Storm Water Training for all municipal employees.
- Provide information to update the storm water public information on **OWNER's** website to include required information.

Administration for Compliance:

- Assist in developing and preparing all required materials for IDEM permit audit in October 2023.
- Update and add new MCM's for Public Education and Outreach, for the following: Construction, Residential, Commercial, and Industrial.
- Develop a process for regularly measuring progress against goals stated in the SWQMP and for the documentation of all permit activities.
- Review ordinances for compliance with new regulatory requirements and identify any shortcomings.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER**, or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

SCHEDULE

The estimated completion dates for the scope identified in Appendix "A-1" is as follows:

Complete the 2022 Annual Report	June 1, 2023
Complete the SWQMP & WQCR	June 1, 2023
Reviewing and Updating the SWPPP	August 1, 2023
Employee Training and Website Updates	September 1, 2023
IDEM 2023 Audit Preparation	October 1, 2023
Administration for Compliance	December 1, 2023

Dates above for "2022 Annual Report", "SWQMP", and "WQCR" are per IDEM current schedule and subject to extension with approval from IDEM.

All other work by the **ENGINEER** under this Agreement shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$46,000.00 unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Immediate Review and Reporting	
IDEM Annual Report	\$ 6,000.00
SWQMP & WQCR	\$ 14,500.00
Employee Training	\$ <u>5,000.00</u>
Sub-Total	\$ 25,500.00

3. The **ENGINEER** will be paid for the following work on hourly not to exceed basis per Appendix "D-1" in accordance with the following schedule:

Fee Schedule Summary:

Administration for Compliance	\$ 10,500.00
Municipal Owned Facilities / Audit Prep	\$ <u>10,000.00</u>
Sub-Total	\$ 20,500.00

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2023 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 285.00
E-IV	Engineer IV	\$ 220.00
E-III	Engineer III	\$ 190.00
E-II	Engineer II	\$ 150.00
E-I	Engineer I	\$ 110.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 235.00
FP-IV	Field Personnel IV	\$ 205.00
FP-III	Field Personnel III	\$ 160.00
FP-II	Field Personnel II	\$ 125.00
FP-I	Field Personnel I	\$ 100.00
EA-III	Engineer's Assistant III	\$ 195.00
EA-II	Engineer's Assistant II	\$ 160.00
EA-I	Engineer's Assistant I	\$ 110.00
SP-1	Support Personnel I	\$ 80.00
C-II	Clerical II	\$ 130.00
C-I	Clerical I	\$ 85.00
P-III	Planner/Environmental Specialist III	\$ 155.00
P-II	Planner/Environmental Specialist II	\$ 115.00
P-I	Planner/Environmental Specialist I	\$ 110.00

The billing rates are effective January 2023 and may be adjusted annually (beginning January 2024) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX “E”

MISCELLANEOUS PROVISIONS

Pending outcome of services in 2023, this contract can be renewed and/or renegotiated for 2024.