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**AMENDMENT NO. 1**  
**TO AGREEMENT**  
**BETWEEN**  
**CITY OF AUBURN, INDIANA**  
**AND**  
**WESSLER ENGINEERING, INC.**  
**FOR**  
**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM**

THIS AMENDMENT NO. 1 to existing AGREEMENT, entered into by and between the City of Auburn, 2010 South Wayne Street, Auburn, Indiana, 46407 (hereinafter named OWNER) and Wessler Engineering, Inc., 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER) executed on February 11, 2021:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

**ARTICLE II**  
**SCOPE OF PROFESSIONAL SERVICES – BASIC 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). To be submitted to the Indiana Department of Environmental Management (IDEM) 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 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 2022 and 2023 Annual Reports and prepare the submittals prior to April 1 in 2023 and 2024. The OWNER shall assist in collecting necessary information for the programmatic indicators and measurable goals annually, or as they are completed.
- H. Organize and conduct two Storm Water Planning Team meetings to review the implementation of the SWQMP. Team members include representatives from other City of Auburn Departments and county agencies key to the implementation of the MS4 Program.
- I. Conduct two Annual Facility Assessments at municipal facilities to ensure that storm water BMPs and Storm Water Pollution Prevention Plans (SWPPPs) are implemented and updated per MS4GP requirements. Facilities include Water Pollution Control Facility, Water Department, Electric Department, Street Department, and other facilities that have activities with the potential to impact stormwater. 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 II for 2023-2024 MS4 Services Proposal, shall be on a time and materials basis in the not-to-exceed amount of \$35,000.00
- 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 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. 1 to existing AGREEMENT, this 17 day of January, 2023.

ENGINEER  
WESSLER ENGINEERING, INC.

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

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

Date: 11/09/2022

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

OWNER  
CITY OF AUBURN, INDIANA

Michael D. Ley  
Printed Name: Michael D. Ley  
Printed Title: Mayor

Attest: Fabrice M. Miller  
Printed Name: Fabrice M. Miller  
Printed Title: Clerk-Treasurer

Date: 1-17-2023

ADDRESS FOR GIVING NOTICE:  
City of Auburn  
2010 South Wayne Street  
Auburn, IN 46407

ALH/jmw/T:/Contracts/Auburn/Proposals/P#03329/Auburn 2023-2024 MS4 Services

Attachments: No. 1 – 2022 Hourly Rate and Reimbursable Expense Schedule  
No. 2 – Fee Justification



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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



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**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



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## ATTACHMENT NO. 2 FEE JUSTIFICATION

2023 - 2024 MS4 SERVICES CITY OF AUBURN	Principal Engineer \$ 235.00	Env. Svcs. Sr. PM II \$ 175.00	Env. Scientist II \$ 95.00	FEE
Water Quality Characterization Report	1	2	4	\$ 965.00
Storm Water Quality Management Plan Implementation - Develop educational materials, website language, training program, mapping requirements		24	51	\$ 9,045.00
Update Municipal Operations and Construction/Post-Construction SOPs		1	12	\$ 1,315.00
Illicit Discharge Detection & Elimination - Ordinance Review/Revisions	1	12	30	\$ 5,185.00
Construction and Post-Construction - Ordinance Review/Revisions	8	8	30	\$ 6,130.00
Municipal Operations - Site Inspections, SWPPP Updates, Employee Training Plan		12	20	\$ 4,000.00
Annual meetings (2), IDEM Audit		16	20	\$ 4,700.00
Annual Report Information (2022 & 2023)		4	24	\$ 2,980.00
Total Hours	10	79	191	

\$ 34,320.00

\$ 680.00

\$ 35,000.00