

More than a Project™

AMENDMENT NO. 4

TO AGREEMENT

BETWEEN

THE CITY OF BEECH GROVE, BOARD OF WORKS

AND

WESSLER ENGINEERING, INC.

FOR

2014 STORM WATER PROFESSIONAL SERVICES

THIS AMENDMENT NO. 4 to existing Agreement, entered into by and between the City of Beech Grove's Board of Works (hereinafter named "OWNER") and Wessler Engineering, Inc. (hereinafter named "ENGINEER") signed June 4, 2010:

WHEREAS, the OWNER has requested, and the ENGINEER agrees to amend the Agreement to provide Professional Services in 2014.

THEREFORE, OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE I

SCOPE OF SERVICES

SHALL BE AMENDED AS FOLLOWS:

A. NPDES Storm Water Program Implementation and Administration

1. Review the new Municipal Separate Storm Sewer System (MS4) permit and requirements (expected to be available for public comment in 2014). Provide guidance on implementation.
2. Prepare permit documentation in accordance with the new MS4 permit requirements that would include a Notice of Intent and a Part A Storm Water Quality Management Plan update. The permit renewal must be signed by the OWNER and submitted to the Indiana Department of Environmental Management (IDEM) within the established time frame.
3. Organize and conduct one Storm Water Planning Team meeting.

4. Provide technical assistance and guidance in addressing any notices of deficiency or other written requests from the IDEM and other regulatory agencies.
5. Assist with storm water sampling and dry weather inspections. Provide technical interpretation of the storm water sampling results.
6. Assist with public educational efforts and public involvement programs.
7. Conduct one training session for municipal employees.
8. Conduct post construction Structural BMPs inspection to verify they are maintained and functioning properly. Recommendations for improvements will be documented and provided to the OWNER.
9. Conduct one site compliance evaluation at municipal facilities to ensure that each area is implementing storm water BMPs. Following the evaluation, a summary report and list of recommendations for improvement will be provided to the OWNER.
10. Assist with recordkeeping and preparation of the annual report. OWNER shall provide assistance in collecting necessary information for the programmatic indicators and measurable goals. The next annual report is due to IDEM by October 1, 2016.
11. Provide on-call implementation and administration assistance as requested by OWNER.

B. Storm Water Technical Assistance

1. Provide on-call technical assistance in responding to drainage complaints received by the City of Beech Grove and evaluating alternative improvement projects for these drainage complaints.
2. Update the Storm Water Master Plan to add storm water improvement projects as requested by the OWNER and assist with other storm water related issues

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

Compensation shall be on the basis of the Engineer's Hourly Rate and Reimbursable Expense Schedule in effect at the time the services are rendered. The Engineering Fee to provide the Professional Services as outlined in this AMENDMENT NO. 4 is estimated to be **\$15,000.00** including reimbursable expenses. This amount shall



More than a Project™

not be exceeded without prior written approval from the OWNER. The 2014 Hourly Rate and Reimbursable Expense Schedule is included as Attachment No. 1


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

This AMENDMENT NO. 4 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 Agreement. A telecopied, electronic, or facsimile signature shall be equivalent to and as binding as an original signature.


IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT NO. 4 to existing Agreement, this ____th day of _____, 2014.

ENGINEER

WESSLER ENGINEERING, INC.



Brent A. Siebenthal, P.E.
President

Attest: 

Mary K. Atkins, P.E.
Project Manager

Date: 1/8/14

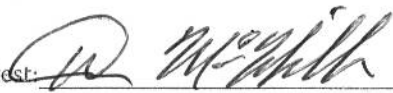
ADDRESS FOR GIVING NOTICE:
Wessler Engineering
6219 S. East Street
Indianapolis, IN 46227

OWNER

CITY OF BEECH GROVE
BOARD OF WORKS



Mayor Dennis Buckley

Attest: 

Dan McMillian
Clerk-Treasurer

Date: 1-21-2014

ADDRESS FOR GIVING NOTICE:
City of Beech Grove
806 Main Street
Beech Grove, IN 46107

Attachments: Attachment No. 1 – 2014 Hourly Rate and Reimbursable Expense Schedule
Attachment No. 2 – E-Verify Affidavit
Attachment No. 3 – Indiana Iran Investment Certification

JB: 12/16/13: L:\Agreements\2013\A1027 Beech Grove 2014 MS4 Services



More than a Project™

ATTACHMENT NO. 1 2014 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$185.00
Senior Project Manager/Senior Project Engineer	\$175.00
Project Manager/Project Engineer III	\$140.00
Survey Manager	\$125.00
Assistant Project Manager/Project Engineer II	\$115.00
Project Engineer I	\$105.00
Field Services Manager	\$100.00
Designer	\$100.00
Engineer	\$90.00
Operations Specialist	\$90.00
Environmental Scientist II	\$90.00
Environmental Scientist	\$75.00
Technician IV/Senior Resident Project Representative	\$90.00
Technician III/Resident Project Representative III	\$80.00
Technician II/Resident Project Representative II	\$70.00
Technician I/Resident Project Representative I	\$60.00
Survey Crew Manager	\$85.00
Survey Crew Chief	\$70.00
Project Secretary	\$60.00

Reimbursable Expenses shall be charged as follows.

<u>Item and Unit</u>	<u>Unit Cost</u>
Mileage (per mile)	At current IRS published rate at time of expense
Copies:(each) Black & White	\$0.12
	24"x36" \$1.00
Color	8.5"x11" \$0.20
	11"x17" \$0.40
Plots: (each)	24"x36" (Mylar) \$5.50
	24"x36" (Bond) \$1.00
	12"x18" (Bond) \$0.50
GPS Survey Equipment/Robotic Total Station/Pole Camera	\$15.00 per hour
Postage/shipping/freight, Long distance telephone and fax, Lodging and Per Diems	At Cost
Subcontractor/Subconsultant fees	Cost + 10%

*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

This Schedule is subject to change

revised January 1, 2014

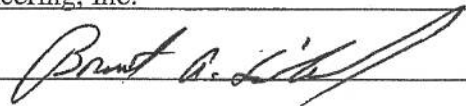
ATTACHMENT NO. 2

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract 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 undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Brent A. Siebenthal

(Title): President

Important – Notary Signature and Seal Required in the Space Below

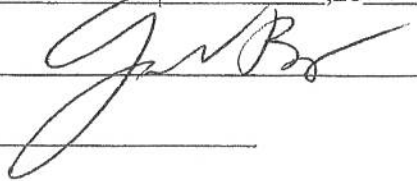
STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 28th day of NOVEMBER, 20 11.

My commission expires: February 1, 2017 (Signed) 

Residing in Marion County, State of Indiana

ATTACHMENT NO. 3

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By:



Brent A. Siebenthal, P.E.

President