

September 8, 2026

Mr. Mike Yoder
Town of Bristol
303 East Vistula Street
Bristol, IN 46507

RE: 2026 MS4 General Permit Compliance Assistance – Task Order 1

Dear Mr. Yoder:

Butler, Fairman and Seufert, Inc. (BF&S) is pleased to provide the following proposal for Task Order 1 – 2026 MS4 General Permit Compliance Assistance. All terms of the Master General Services Agreement dated September 17, 2026, between Butler, Fairman and Seufert, Inc. (**Engineer**), and the Town of Bristol (**Owner**) shall apply to this task order.

Scope of Services/Fee: **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.

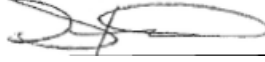
APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

We appreciate the opportunity to work with Town of Bristol on this important endeavor. Should there be any questions, please contact the undersigned.

Sincerely,

BUTLER, FAIRMAN & SEUFERT, INC.



Samantha Groce
Stormwater Department Head

AGREEMENT AND AUTHORIZATION TO PROCEED

2026 MS4 General Services – Task Order 1

Jeff Beachy

Date

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

The **OWNER** seeks assistance in meeting the MS4 General Permit requirements. This service is to be provided, including the tasks specified herein, to assist the **OWNER** in managing and implementing the permit requirements set forth in the Town of Bristol MS4GP.

B. SCOPE OF WORK

The scope of work outlined below includes that which is necessary to assist with compliance with the Town's MS4GP, Stormwater Quality Management Plan, and related SOPs. The **OWNER** desires assistance with meeting requirements of the IDEM issued MS4 General Permit. The anticipated support needs include the scope listed below, noting the level of assistance is not quantified and subject to change, based on the needs of the **OWNER**.

The efforts will stay within the limits of the total fee not to exceed, as listed in Appendix "D" or if modified by the **OWNER**. The **ENGINEER** will coordinate with the **OWNER** in addition to the following scope of work as requested by the **OWNER**.

Review and Reporting

- Review the Stormwater Quality Management Plan, Education Plan, IDDE Plan and SOP, and update, as needed, based on input from the **OWNER**.
- Update the Stormwater Ordinance to meet the most current IDEM MS4GP requirements.
- Assist with completing the MS4GP Annual Report for permit year 5

Administration of Compliance

- Administration of compliance program management meetings to include collecting data quarterly. Organize information provided to track progress and document compliance.

Employee Training

- Provide role-specific training for the MS4 Coordinator to enhance program administration, compliance oversight, and reporting capabilities.

Post Construction

- Conduct onsite municipal owned and operated post construction stormwater management measures inspections, as requested by the **OWNER**.
- Develop a plan to conduct an inventory of existing post construction units within corporate limits.
- Complete post construction inventory per the plan approved by the **OWNER**.

On-Call Services:

Provide assistance on an on-call basis for items outside of the scope listed in previous categories.

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

All work by the **ENGINEER** under this Agreement shall be completed and delivered to the **OWNER** for review and approval within the approximate time periods shown in the following and contract completion by December 31, 2027:

<u>Scope of Work</u>	<u>Completion Date</u>
Review and Reporting	
Quarterly collect and organize data to track progress reports	15 th after end of Qtr.
Annual Report PY5	May 14, 2027
Review Education, IDDE, const and post const. SOPs	July 17, 2027
Update Ordinance	December 31, 2027
Post Construction	
Post Construction Inspection	Contract duration
Employee Training	
MS4 coordinator Role-specific training	December 31, 2026

All 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 No. 2 and 3 below, the total fee not to exceed \$55,500.00 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:

Employee Training	\$ 5,000.00
Review and Reporting	\$ 22,500.00
Annual Report	<u>\$ 5,500.00</u>
Sub-Total	\$ 33,000.00

3. The **ENGINEER** will be paid for the following work on an hourly not to exceed basis in accordance with the following schedule:

Fee Schedule Summary:

Administration for Compliance	\$ 11,500.00
Post-Construction Site Inspections	\$ 6,000.00
On-Call Services	<u>\$ 5,000.00</u>
Sub-Total	\$ 22,500.00

B. Additional Services

Additional Services would be services required in connection with permits, 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.

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.

2026 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 320.00
E-IV	Engineer IV	\$ 245.00
E-III	Engineer III	\$ 215.00
E-II	Engineer II	\$ 170.00
E-I	Engineer I	\$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 270.00
FP-IV	Field Personnel IV	\$ 215.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 140.00
FP-I	Field Personnel I	\$ 110.00
EA-III	Engineer’s Assistant III	\$ 215.00
EA-II	Engineer’s Assistant II	\$ 190.00
EA-I	Engineer’s Assistant I	\$ 125.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 165.00
C-I	Clerical I	\$ 105.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 140.00
P-I	Planner/Environmental Specialist I	\$ 120.00
EI-I	Engineer Intern I	\$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.