

June 10, 2024

David B. Nellans
President
Town of Munster, Town Council
1005 Ridge Road
Munster, IN 46321

RE: Proposal for Professional Services – 2024-2025
Town of Munster, Lake County IN
INR040017 – MS4 Stormwater General Permit

Dear Mr. Nellans

OHM Advisors (OHM) is excited to submit this proposal for professional services and program support related to Town of Munster's Municipal Separate Storm Sewer System (MS4) Permit (INR040017). With OHM's recent addition of Ms. Reggie Korthals, MPA, MS4CECI to our team, we feel exceptionally qualified and well-positioned to lead The Town of Munster and the Northwest Indiana region with water quality compliance and related professional services. Ms. Korthals and OHM staff have served MS4 permit holders throughout Indiana for two decades on a variety of stormwater program and project related efforts.

OHM Advisors, comprised of over 700 professionals companywide, understands communities and strives to partner with them to develop and implement efficient, effective solutions. We understand the challenges of:

- Stormwater program management,
- Compliance with state and federal environmental regulations,
- Outreach and education campaigns,
- Planning and financing strategies,
- GIS applications and services,
- Capital improvement project designs,
- Construction observation, and
- Grant writing for project development.

We have a strong history of constructively working with the Indiana Department of Environmental Management (IDEM) to develop appropriate, workable solutions that balance MS4 Program requirements with available municipal resources.

This letter proposal provides a background introduction of Town of Munster's Program, overview of anticipated services, schedule, proposed cost and fee structure, and terms and conditions. For the purposes of this proposal, the term "Client" shall be Town of Munster, Indiana. All work proposed will be on a time and materials basis unless otherwise indicated. This will allow OHM to collaboratively and efficiently address activities with the client and its partners supporting the Stormwater Program as the needs arise.

At times, services may be iterative in nature, requiring feedback from the Town of Munster, its partners, regulatory agencies, or utility owners before final products can be delivered. This is especially applicable to the MS4 Program and also design improvement projects. During the course of these support services, OHM will strive to maximize functional, cost-effective solutions for the client.



Town of Munster Background on MS4

Town of Munster has been working to address MS4 Program requirements, but support from outside specialists can be beneficial in understanding the regulations, further developing the Program, and implementing the strategies. Support may include:

- Audit compliance preparation and participation with regulatory agencies (IDEM, US EPA)
- Investigation and response to illicit discharges,
- Compliance and performance problems at construction sites,
- Assistance with annual reports,
- Employee training, and
- Public outreach and education.

Tasks that have already been completed in response to the new MS4 Stormwater Permit include development and submittal of the Notice of Intent (NOI), Water Quality Characterization Report (WQCR) and the Stormwater Quality Management Plan (SWQMP) and can require yearly review and updates. In addition, OHM staff can support a variety of stormwater program activities supporting the MS4 SWQMP. These can include program and project funding strategies, drainage complaints/concerns, master planning, conceptual and detailed project designs, contractor coordination, services during construction, and other stormwater related support.

Scope of Services

MS4 PROGRAM SUPPORT SERVICES AND MATERIALS

OHM will provide support on a time and materials basis and only when requested by the Town of Munster. Items and materials developed in association with these services will be provided to the Town of Munster in digital and hardcopy format when requested. Based on Ms. Korthals past work with the Town of Munster, the new MS4 permit initiatives, and directives announced by IDEM, the following activities are most reasonably anticipated in the immediate future to support and enhance MS4 Program measures:

MS4 Permit Initiatives:

The Town of Munster Stormwater Quality Management Plan (SWQMP) was submitted in 2023, outlining the activities that make up the MS4 Program. As the SWQMP is phased in to address requirements in the permit, OHM will assist with implementation, clarifications, and enhancements, where beneficial. Munster's Water Quality Characterization Report (WQCR) may also be updated to address elements of the MS4 Program and respond to feedback from IDEM. OHM Advisors may assist specific activities such as:

- Developing written procedures for construction site inspection tracking,
- Operational and maintenance (O&M) plan for all stormwater measures owned/operated by the County,
- Post-construction BMP inspections,
- Reviewing and updating data of the stormwater system including outfalls,
- Assist with surface visual inspections of at least 15% of the mapped stormwater system,
- Provide GIS data and technical equipment support for stormwater data collection efforts,
- Support annual facility inspections for stormwater quality.

MS4 Annual Report Assistance:

A review and summary of the Town of Munster SWQMP progress must be submitted to the IDEM during the first quarter of each permit year and no later than April 1st of each year. OHM will provide guidance on the documentation of all SWQMP best management practices (BMP) and reporting requirements. .



Municipal Ordinance Updates:

The current permit requirements for MS4 Stormwater GP and the Construction Stormwater GP (INRA00000), review and updates to existing Ordinances are required to be reviewed and updated by July 2024. OHM can assist the Town of Munster with the updates or changes to current ordinances.

MS4 Program Audits:

A portion of Munster's MS4 Program was recently audited by IDEM. IDEM typically audits construction and post-construction minimum control measures (MCMs) separately from the other four MCMs:

- **SWQMP MCMs** - Program Management and Documentation; Public Education, Outreach, Participation, and Involvement; Illicit Discharge Detection and Elimination; and Municipal Operations Pollution Prevention and Good Housekeeping.
 - **IDEM Audit conducted on March 14, 2024. Response to the audit findings is needed.**
- **SWQMP MCMs** - Construction Site Stormwater Runoff; Post Construction Stormwater Runoff

OHM can assist the Town of Munster in preparing for and participating in future audits from IDEM or other regulatory agencies (USEPA, etc.) on MS4 Program elements.

System Mapping & GIS Services:

The MS4 Stormwater GP and the Construction Stormwater require the development of an annual review and updating of permit activities including a schedule of inspection of municipal stormwater infrastructure. OHM can assist with system mapping and training, database schema and management, inspection tracking and reporting, and other mapping and data collection activities. OHM can develop a facility inspection program and assist with facility inspections.

Additional Stormwater Program Support

- Further assistance with developing and implementing MCMs and elements of the MS4 Program
- Employee and contractor trainings and educational efforts for stormwater quality and related topics
- Developing or updating website, social media, and related information for public stormwater awareness
- Development of regional and community-wide stormwater strategies and master planning
- Stormwater program funding sustainability analyses, user fee evaluation, long-term funding strategies
- Flood-reduction strategies and stormwater quantity management (i.e., drainage capacity issues, etc.)
- Conceptual plan development, project cost projections, alternatives analyses, value engineering
- Field investigation support (i.e., illicit discharges, active construction sites, flooding/ standing water, etc.)
- Field data collections, conditions assessments, and asset mapping (data for planning, maintenance initiatives, and conceptual design, etc.)
- Implementation of environmental sustainability practices
- Additional permitting assistance — state and federal permits (401 /404, etc.).
- Capital improvement project design, bidding support, contractor coordination, etc.
- Other support services when agreed upon by both parties.

Responsibilities of Client

The Client will provide historical materials and documentation on activities currenting being implemented to support stormwater program measures and develop materials for designs and related services.

Additional Services

The CLIENT may request additional services that are not included with the original Scope of Services. OHM Advisors will provide an Amendment to this Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.



Schedule

OHM is available immediately upon approval and execution of this agreement. Services will continue to be provided as the available budget allows. **Anticipated completion is June 1, 2025**, but may be continued depending on available budget.

Fee

We will perform the above services on a time and materials basis, per the attached Hourly Rate Schedule (Exhibit 1). **The contract limit is \$40,000.** We will not exceed the contract limit without the CLIENT's prior approval. Invoicing will be performed monthly and include a summary of activities performed during the billing period.

Contract Terms and Conditions

"Standard Terms and Conditions", dated March 11, 2021, is incorporated into this proposal by reference. Consider the term Owner to mean CLIENT as referred to in this letter.

Acceptance

If this proposal is acceptable to you, a signature on this letter of acceptance will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact Reggie Korthals by email at reggie.korthals@ohm-advisors.com or by phone at (219) 246-0440 or Rob Huckaby by email at rob.huckaby@ohm-advisors.com or by phone at (502) 537-7620. Thank you for allowing us to be of service, and we look forward to collaborating with you on this project.

OHM Advisors

Reggie Korthals, MPA, MS4CECI
Project Specialist, Northwest Indiana Lead

Rob Huckaby, PE
Director of Greater Louisville

Attachments: 1) Hourly Rate Schedule
2) Standard Terms and Conditions

Cc: A. Padron, PE, OHM Advisors



LETTER PROPOSAL ACCEPTANCE

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

Town of Munster, Town Council, Indiana
CLIENT

Rob Huckaby, PE

Director of Greater Louisville Office

Signature: _____

Name: David B. Nellans

Title: President

Date: _____



OHM ADVISORS 2024 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$200.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$182.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$168.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$156.00
Project Specialist III	\$185.00
Project Specialist II	\$165.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$158.00
Graduate Engineer III	\$150.00
Graduate Engineer II	\$145.00
Graduate Engineer I	\$135.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$145.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$128.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$118.00
Technician IV	\$153.00
Technician III	\$135.00
Technician II	\$120.00
Technician I	\$102.00
Engineering / Architectural / Interior Design Aide	\$80.00
Professional Surveyor III	\$175.00
Professional Surveyor II	\$162.00
Professional Surveyor I	\$146.00
Graduate Surveyor	\$132.00
Surveyor III	\$135.00
Surveyor II	\$120.00
Surveyor I	\$105.00
Surveyor Aide	\$80.00
Planner IV	\$170.00
Planner III	\$153.00
Planner II	\$129.00
Planner I	\$110.00
Planner Aide	\$75.00
Graphic Designer	\$125.00
Administrative Support	\$95.00
Clerical Aide	\$80.00
Principal	\$235.00
Sr. Associate	\$215.00
Associate	\$205.00

Rates as reflected subject to review and adjustment on an annual basis.
2024 Public Rates 23-1219

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Indiana firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.45 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice ~~within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day~~ according to I.C. 5-17-5: Prompt Payment.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Indiana will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.