

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE BIG CREEK EXCESS FLOW HOLDING AND PUMP STATION PROJECT
(RFQ NO. 2026-065)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and George Butler Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for the Big Creek Excess Flow Holding and Pump Station Project (hereinafter "Project"); and

WHEREAS, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

WHEREAS, the City Manager is authorized and empowered by City to execute agreements providing for professional engineering services; and

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City ("Basic Services"):

The Big Creek Excess Flow Holding and Pump Station Project design services as specifically detailed in Exhibit A, Scope of Services, and Exhibit B, Fee Schedule, attached and incorporated by reference.

**ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Water Utilities ("Optional Services"):

As specifically detailed in Exhibit A, Scope of Services.

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

As specifically detailed in Exhibit A, Scope of Services.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Two Hundred and Ninety Four Thousand and Three Hundred and Ninety-Three Dollars (\$294,393.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Two Hundred and Ninety Four Thousand and Three Hundred and Ninety-Three Dollars (\$294,393.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees shall be negotiated separately.
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Project Name/Task Name/RFP Number/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. Purchase Order Number issued by City.
 - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
 - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 6. Project Billing Summary containing the Agreement or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Agreement or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

180 days from date of execution.

The Director of Water Utilities may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Water Utilities and accepted by Engineer at the time said Optional Services are authorized by the Director of Water Utilities.

ARTICLE VI INSURANCE

A. GENERAL:

1. Insurer Qualifications: Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, the insurance set forth in this Section with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. No Representation of Coverage Adequacy: The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. Additional Insured: All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
5. Primary Insurance: Engineer's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13, or equivalent.
6. Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing the required coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver: To the fullest extent permitted by law, all policies required herein, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via endorsement.
8. Policy Deductibles and/or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention under the required general liability and automobile liability policies shall not erode the limit required by the City. Engineer shall be solely responsible for any such deductible or self-insured retention amount.
9. Automatic Escalator: The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.
10. Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Engineer shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Engineer. Engineer shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim: Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such

impairment is a result of this Agreement. A breach of this provision is material breach of the Agreement.

12. Evidence of Insurance: Prior to commencing any work or services under this Agreement, Engineer will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the relevant endorsement for the insurance policies as required by these requirements, issued by Engineer's insurance insurer(s) as evidence that policies are placed with reasonably acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and endorsements for the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.

If any of the policies required by these requirements expire during the life of the Agreement, it shall be Engineer's responsibility to forward renewal certificates and relevant endorsements to the City 30 days prior to the expiration date. All certificates of insurance and relevant endorsements shall be identified by referencing the Agreement; certificates of insurance and endorsement for the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - iii. Excess Liability – Follow Form to underlying insurance.
 - b. Engineer's insurance under which City is included as an additional insured shall be primary, non-contributory insurance with respect to performance of the Agreement.
 - c. All policies, except for Professional Liability, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Engineer under this Agreement.
 - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
13. All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063-2358

B. REQUIRED INSURANCE COVERAGE:

1. Commercial General Liability: Engineer shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of at least \$4,000,000 for each occurrence, \$4,000,000 Products and Completed Operations Annual Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
2. Automobile Liability: Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$1,000,000 each occurrence on Engineer’s owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
3. Professional Liability: Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$4,000,000 each claim and \$4,000,000 annual aggregate. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
4. Workers’ Compensation Insurance: If Engineer employs anyone who is required by law to be covered by workers’ compensation insurance, Engineer shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Engineer’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
5. Cyber Liability Insurance: If this Agreement is the subject of any services involving the City’s information technology structure, or if the Engineer engages in any services in any way related to performing work involving the City’s information technology

structure under this Agreement, Engineer shall maintain Cyber Liability insurance with limits not less than \$4,000,000 per occurrence or claim, \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Engineer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

- C. CANCELLATION AND EXPIRATION NOTICE: Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

ARTICLE VII MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES: Engineer warrants that Engineer has not employed or retained, and will not employ or retain for the duration of this Agreement, any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.
- B. OWNERSHIP OF ENGINEERING DOCUMENTS: Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. MODIFICATIONS TO SCOPE OF WORK: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a mutually executed written modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

D. EMERGENCY CHANGES IN SERVICES: The Director of Water Utilities, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Water Utilities and the City Manager.

In the event an emergency change in services is authorized by the Director of Water Utilities and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

E. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s cost to mitigate or correct the effects of such termination, including but not limited to damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

G. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not subcontract, sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written and signed consent of City. The use of subcontractors shall in

no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.

- H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the Agreement period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, directives, errors, omissions, or willful misconduct, in the performance of Engineer's duties and services under this Agreement, or any supplements or amendments thereto, of Engineer, or its employees, officers, agents, or any tier of subcontractor or person for which Engineer may be legally liable in the performance of this Agreement. Nothing contained in this Agreement is to be construed to waive the City's sovereign immunity or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.
- L. LIMITATION OF LIABILITY: In no event will either Party be liable to other Party for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters,

whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental laws and regulations.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

- V. **NON-EXCLUSIVE AGREEMENT.** This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- W. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Engineer's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- X. **SIGNATORY AUTHORITY.** Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.
- Y. **IMMIGRATION REQUIREMENTS.** Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Engineer warrants and affirms to the City that (i) Engineer is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Engineer does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Engineer shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Engineer reciting compliance is not sufficient.

- Z. **RIGHTS AND REMEDIES.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Engineer from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- AA. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- BB. **CONFIDENTIALITY OF RECORDS.** The Engineer shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Engineer's duties under this Agreement. Persons requesting such information should be referred to the City. Engineer also agrees that any

information pertaining to individual persons shall not be divulged other than to employees or officers of Engineer as needed for the performance of duties under this Agreement.

CC. ANTI-DISCRIMINATION AGAINST ISRAEL ACT. If this Agreement has a total potential value of \$100,000 or more and Engineer has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo. and to the fullest extent permitted by law, Engineer certifies that Engineer is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

DD. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

EE. SEVERABILITY. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

FF. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Director of Water Utilities
City of Lee's Summit
1200 SE Hamblen Road
Lee's Summit, MO 64081

City Attorney
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Colleen Connor
9801 Renner Blvd
Lenexa, KS 66219

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

GG. E-SIGNATURE AND COUNTERPARTS. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

ARTICLE VIII
EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Fee Estimate

City and Engineer, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

(Remainder of page left blank)

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT, MISSOURI

ENGINEER:

Mark Dunning, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

BY: _____

TITLE: _____

ATTEST:

EXHIBIT A

SCOPE OF SERVICES PROJECT BC-EFHB

PHASE I BIG CREEK EXCESS FLOW HOLDING BASIN FACILITY PRELIMINARY ENGINEERING REPORT

OWNER CITY OF LEE'S SUMMIT, MISSOURI

PROJECT DESCRIPTION AND BACKGROUND

The City of Lee's Summit, Missouri (OWNER) has identified the need for Preliminary Engineering Report engineering services related to the evaluation of alternatives for an excess flow holding basin (EFHB) and pump station located on OWNER-owned property along the east side of Hamblen Rd in Greenwood, MO.

The 2021 Wastewater Masterplan identified current and anticipated capacity constraints in the Big Creek Interceptor. This interceptor was constructed in 1995 through a shared ownership agreement with the City of Greenwood, MO with the most severe constraints on the downstream segment within the City of Greenwood. The masterplan contemplated upsizing or replacing segments within Lee's Summit and Greenwood, with a future storage facility funded by others. Subsequent to the Master Plan, it has been determined that the benefits of peak flow storage warrant prioritizing this project (BC-EFHB) with funding by the OWNER ahead of projects to upsize or replace existing downstream lines.

Phase 1 of the project, being the Preliminary Engineering Report (PER), was initiated by the OWNER by contracting with George Butler Associates, Inc. (ENGINEER).

Lee's Summit Water Utilities owns property in the City of Greenwood which has been identified as a suitable location for the proposed peak flow storage.

The results of the Preliminary Engineering Report services will be a selected operational alternative and conceptual development of required infrastructure and costs. The Preliminary Engineering Report will address current conditions and design conditions; hydraulic modeling of current and design conditions; recommended improvements for the required design flow capacity; permitting and property concerns for the recommended improvements; required onsite and offsite improvements and utilities; cost estimates for the recommended improvements and project schedule for design, permitting, and construction. These will be presented in a Preliminary Engineering Report summarizing the work, conclusions and recommendations.

SCOPE OF SERVICES

The detailed Scope of Services to be provided by ENGINEER to complete the project generally described above is as follows:

TASK 1: PROJECT ADMINISTRATION AND MANAGEMENT

Task 1.1 – Project Administration and Management

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with OWNER's staff; supervision and coordination of services; implementation of project scheduling and assignment of personnel resources; and continuous monitoring of work progress. Project duration for Phase I is assumed to be 6 months.

Task 1.2 – Kickoff Meeting

A kickoff meeting will be held at the OWNER's office to discuss the project, project team roles and communications, schedule and assignments. ENGINEER will prepare and distribute notes from the meeting. Meetings may be held via online system as provided by Microsoft Teams or others.

Task 1.3 – Progress Meetings

Arrange 30-minute bi-weekly progress meetings with OWNER's staff as appropriate for the project. Meeting materials shall be provided to the OWNER no later than three business days in advance of the meeting. Draft meeting minutes shall be prepared and distributed within three business days after the meeting. It is assumed that most of the bi-weekly meetings will be over Teams.

Task 1.4 – Invoices and Progress Reports

Prepare monthly invoices and progress reports. Progress reports will summarize project status including work completed, remaining work and outstanding questions, and issues needing to be addressed. Anticipate seven (7) invoices.

TASK 2: DATA COLLECTION and REVIEW, FIELD SURVEY and INVESTIGATIONS, EXISTING PERMITTING REVIEW

Some of the following tasks mention that a memorandum or report will be developed. The intention is to include these memorandum or reports as appendices in the preliminary engineering report and summarize the approach and conclusions in the PER text.

Task 2.1 – Data Collection and Review

Request and review documents and relevant supporting data from OWNER. Requested data to include but is not limited to:

- InfoWorks ICM hydraulic model files
- Big Creek Interceptor CCTV inspection files

- City of Lee's Summit Comprehensive Plan
- City of Lee's Summit Pump Station Guidelines Document
- City of Lee's Summit Sanitary Sewer Design Guidelines
- City of Lee's Summit EJCDC Contract Documents

Task 2.2 – Meeting with OWNER to Discuss Alternatives

ENGINEER will meet with the OWNER's engineering to discuss the following topics:

- Recent changes not reflected in historical documents
- Data collection findings and potential gaps in the data
- Development to-date vs. Master Plan
- Future planned growth and timing
- InfoWorks ICM model settings and configuration as well as concerns for OWNER's consideration
- Coordination of site access and geotechnical investigations with the property between Lee's Summit's tract and Hamblen Road – the property owner being Stephen Carpenter.
- Outline for Preliminary Engineering Report (PER)

ENGINEER will prepare an agenda for the meeting as well as meeting notes.

Task 2.3 – Meeting with OWNER's O&M Staff

ENGINEER will meet with the OWNER's engineering and O&M staff to discuss the following topics:

- OWNER's preferences for pump station and EFHB operations and equipment
- SCADA connection preferences
- Utilities for pump station and EFHB

ENGINEER will prepare an agenda for the meeting as well as meeting notes.

Task 2.4 – Site Visit and Field Investigations

ENGINEER will coordinate one (1) site visit to view the project site for the purpose of investigating existing site conditions and assessing other visible limitations to the design or construction of the proposed improvements.

ENGINEER will develop a memorandum describing the features found on the site, concerns raised by those present, action items to address concerns.

ENGINEER will perform confined space entry on all of the manholes (approximately 15) within the project site to get rim to invert elevations; confirm pipe materials and diameters; and manhole condition assessments.

Task 2.5 – Preliminary Geotechnical Investigation

ENGINEER will coordinate with SUB-CONSULTANT to obtain up to 10 drilling samples for the alternative EFHB and pump station locations. One of the drilled samples will be an observation well used to measure water tables during PER development and into the design phase. The SUB-CONSULTANT shall prepare a preliminary geotechnical engineering report defining existing soil conditions for the alternative sites, recommended supports for structures and basins, and necessary pre-construction improvements and associated costs.

Task 2.6 – Limited Topographic Survey

ENGINEER will perform limited survey to determine locations and elevations of existing Big Creek interceptor manhole rims and stream flow line elevations at 13 locations. ENGINEER will also survey the x, y, and z of the ground surface at all geotechnical drilling locations.

Perform survey of completed geotechnical bore locations as discussed in Task 2.5 above.

Horizontal survey will be based on the West Zone Missouri State Plane Coordinate System – NAD 83. Vertical survey will be based on North American Vertical Datum - NAVD 88. Horizontal and vertical (x, y, and z) accuracy tolerances will be +/- 2 cm or less. Field survey data for the above listed items will be collected using robotic total station and survey grade RTK methods.

Task 2.7 – Desktop Contaminated Site Investigation

ENGINEER will review the on-line Missouri Department of Natural Resources (MDNR) E-Start database to determine if potential federal and state-listed hazardous waste and cleanup sites are located within or near the study area.

Task 2.8 – Aquatic Resources Delineation

ENGINEER will perform a routine Aquatic Resources Delineation (Delineation) in accordance with the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (Environmental Laboratory, 1987), Midwest Regional Supplement to the USACE Delineation Manual (USACE, 2010), and National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams: Final Version (USACE, 2025). The Delineation will include: 1) desktop evaluation of readily available mapping information, 2) on-site field visit to identify and delineate the extent of potential jurisdictional waters (e.g., tributaries, wetlands, impoundments), and 3) report that includes the Delineation findings, USACE field data forms, field photographs, and exhibits showing the location(s) and extent(s) of delineated waters.

Task 2.9 – Biological Habitat Assessment

ENGINEER will perform an on-site Biological Habitat Assessment (Assessment) for the purpose of evaluating the likelihood of federal and state-listed species, critical habitats, or other sensitive resources being present on the property. The Assessment will include: 1) desktop evaluation to assess the potential presence of federal and state-listed threatened & endangered (T&E) species and/or designated habitat, research habitat requirements of listed-species, and delineate plant communities / land cover types, 2) on-site field visit to validate delineated plant communities / land cover types, and evaluate the presence and absence of suitable habitat that may support protected species, and 3) written report that includes the findings, preliminary T&E determination of potential effects, exhibits, recommendations (if any) and agency coordination next steps (if any) to ensure project compliance with the U.S. Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and State of Missouri Wildlife Code regulations.

Task 2.10 – Floodplain Modeling and Delineation

ENGINEER will acquire FEMA models for Big Creek and for Big Creek Tributary B2. Model will be requested from Missouri State Emergency Management Agency (SEMA) and if unavailable, will request from the FEMA Map Service Center which requires a \$300 fee. Fee will be included as a direct expense. Confirm if any existing Letter of Map Changes (LOMCs) would affect the proposed project. Correct the models based on ENGINEER's interpretation of the surveyed cross sections. Based on corrections, then determine the limits of the floodway and 100-year floodplain fringe.

Using the corrected models, ENGINEER shall model the alternative concepts (4). The modeling will include recommended mitigation to reduce/eliminate offsite impacts. This will include modeling of the access roadways considering heights of flow over the roadway berms. This will also include calculation of the floodway based on the impacts of the alternatives.

ENGINEER will identify permit (e.g. CLOMR) needs for each alternative. The permit needs will be reviewed with OWNER staff.

The ENGINEER will discuss the corrected model and models of the proposed alternatives with the City of Greenwood floodplain administrator. The models will be updated based on comments from the Greenwood floodplain administrator. A memorandum will be developed to outline the model development and proposed improvements associated with each alternative.

TASK 3: ALTERNATIVES DEVELOPMENT AND EVALUATION

Task 3.1 – Evaluate Optional Flow Schemes for Storage and Pumping

ENGINEER will use surveyed elevations to perform a desktop feasibility evaluation of the flow schemes for the storage options of 1) gravity in/gravity out; 2) gravity in/pump out; and 3) pump in/gravity out. This task will not be modeled. ENGINEER will present evaluation to the OWNER to confirm direction for the project. If more than one option is feasible, additional model runs to those shown on Task 3.2 will be considered as Additional Services.

Task 3.2 – Update Existing InfoWorks ICM Hydraulic Model to Evaluate Existing and Future Conditions

ENGINEER will update the InfoWorks ICM model to address development to-date vs Master Plan to determine changes from the Master Plan that need to be reflected in the hydraulic model. The model will be updated to reflect settings and configurations that the OWNER has agreed to.

ENGINEER will run the updated model to verify the existing model results and design conditions for future flows. The model results will be shared with OWNER with differences from the historical and existing model results from the Master Plan. The following model runs will be made to show phases of growth:

- Historical model runs without updates
- Existing conditions and dry weather flows with updates
- 10-year growth, 10-year storm event with updates
- Ultimate growth, 10-year storm event with updates

ENGINEER will discuss with the OWNER the results of the model runs with confirmation of anticipated storage volumes and pumping rates.

Task 3.3 – Coordination Meeting with City of Greenwood

ENGINEER will accompany the OWNER to a meeting with the City of Greenwood to discuss the project; identify development plans; zoning and permitting criteria; and other processes that need to be addressed as the project advances. ENGINEER will develop meeting notes and distribute to all attendees within seven (7) days.

Task 3.4 – Coordination Meeting with Little Blue Valley Sewer District

ENGINEER will accompany the OWNER to a meeting with Little Blue Valley Sewer District (LBVSD) to discuss the project; operation of the proposed facility with LBVSD; the Middle Big Creek Sub-District concerns; identify LBVSD needs; potential flow monitoring changes; SCADA requirements; status of the preliminary engineering report; discuss alternatives; and other topics. ENGINEER will develop meeting notes and distribute to all attendees within seven (7) days.

Task 3.5 – Develop Alternatives and Operations

ENGINEER will coordinate a workshop to discuss what parameters are important to the OWNER including capital cost, life-cycle cost, timeline, permitting difficulties, future growth, controls/SCADA, etc. ENGINEER will develop notes outlining workshop conclusions and distribute to all attendees within seven (7) days.

ENGINEER will develop up to four (4) alternatives at locations and types including earthen basins and concrete holding tanks. One alternative may involve the use of land from the adjacent tract owned by Stephen Carpenter. The alternatives will include associated preliminary layouts of piping, pump station, storage basins/tanks, and outlet valving. ENGINEER will use the OWNER's preferred equipment and materials when considering the preliminary layouts and types of storage.

ENGINEER will run InfoWorks ICM models to mimic the four (4) alternative layouts and types. The models will be based 10-year storm events. ENGINEER will share the results with the OWNER before proceeding forward with these alternatives.

ENGINEER will develop engineer's opinion of probable construction cost (EOPCC) for each alternative. ENGINEER will use the OWNER's preferred cost estimating tools, if available. An inflation rate of 5% per year and contingency of 40% will be added to the EOPCC to estimate costs to project future capital costs.

ENGINEER will develop an updated schedule based on anticipated permits for the project. Based on modeling, ENGINEER will develop a phasing plan for improvements from 10 years of development to ultimate growth.

TASK 4: PRELIMINARY ENGINEERING REPORT

Task 4.1 – Develop and Submit Draft Preliminary Engineering Report

ENGINEER will prepare a draft preliminary engineering report (PER) for the project. This document will include the project background; current conditions and design conditions; discussion about earthen clay-lined basin vs. concrete tank; pump station considerations; hydraulic modeling of current and design conditions; recommended improvements for the required design flow capacity; recommended alternatives evaluations; permitting matrix and property concerns for the recommended improvements and site; recommended SCADA connection; required onsite and offsite improvements including utilities; and cost

estimates for the recommended improvements. The report will conclude with a recommended alternative based on the OWNER's preferred criteria, project implementation effort, and a project schedule for design, permitting, and construction. Draft PER will be submitted to the OWNER as four (4) hard copies and one (1) PDF file. This task will include an internal review of the draft PER.

Task 4.2 – Develop Exhibits for Preliminary Engineering Report

ENGINEER will prepare exhibits for the draft PER including development of Process and Instrumentation Diagram (P&ID) for the recommended alternative.

Task 4.3 – Draft Preliminary Engineering Report Review Meeting

ENGINEER will meet with the OWNER to discuss the draft PER and OWNER comments. ENGINEER will prepare and distribute meeting notes.

Task 4.4 – Develop and Submit Final Preliminary Engineering Report

ENGINEER will revise the draft PER based on the OWNER's comments and submit the final PER to the OWNER. Final report to be submitted as five (5) hard copies and PDF file. This task will include an internal review of the final report.

ADDITIONAL SERVICES

The following services are not included in this Scope of Work but shall be provided as ADDITIONAL SERVICES if authorized by the OWNER.

- FEMA or USACE permitting
- Final design, bidding and construction phase services for the proposed or recommended alternatives.
- Major reconfiguration of existing InfoWorks ICM model
- Regulatory agency coordination and approvals beyond the services described in Task 2.
- Engineering services related to sanitary sewer infrastructure downstream of the basin or pumping discharge point.
- Development documents needed to secure a MDNR SRF loan or similar funding mechanism.
- Obtain more data than indicated in Task 2.
- Services related to easement or property acquisition.
- Perform horizontal and vertical control survey.

ASSUMPTIONS

- Site visit to assess geomorphic condition of the creek will include a visual evaluation only. Detailed geomorphic/in-stream survey of the creek will be included in design phase if chosen alternative will require streambank stabilization or any work in the creek.
- ENGINEER reserves the right to move fee between tasks as needed for completion of the work.

**EXHIBIT "B"
FEE SCHEDULE**

FIRMS	Project Totals		GBA Totals		GBA Labor and Expenses															Terracon		Mid America Consultants			
	TASK TOTAL	TASK TOTAL	TASK TOTAL	TASK TOTAL	Principal	Senior Associate	Associate	Sr. Engr./ Specialist	Project Engineer	Design Engineer	Specialist	Senior Technician	Land Srvy Ops Spec	Design Technician	Senior Field Technician	Field Tech 3	Field Tech 4	2-Man Survey Party	Admin. Assistant	Direct Expense	TASK TOTAL	TASK TOTAL	TASK TOTAL	TASK TOTAL	
	\$	HRS	\$	HRS	\$310	\$284	\$266	\$212	\$186	\$166	\$186	\$180	\$182	\$134	\$164	\$128	\$146	\$260	\$114		\$	HRS	\$	HRS	
TASK 1 - PROJECT ADMINISTRATION AND MANAGEMENT																									
1.1	Project Administration and Management	\$11,992	46	\$11,992	46	10	24	0	0	0	6	0	0	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
1.2	Kickoff Meeting	\$7,195	27	\$7,195	27	3	19	0	0	0	5	0	0	0	0	0	0	0	0	0	\$39	\$0	-	\$0	-
1.3	Progress Meetings	\$27,255	114	\$27,255	114	12	54	0	0	0	48	0	0	0	0	0	0	0	0	0	\$231	\$0	-	\$0	-
1.4	Invoices and Progress Reports	\$6,060	36	\$6,060	36	0	6	0	0	0	18	0	0	0	0	0	0	0	0	12	\$0	\$0	-	\$0	-
	Task 1 Hours		223		223	25	103	0	0	0	77	0	6	0	0	0	0	0	12						
	Task 1 Fee	\$52,502		\$52,502		\$7,750	\$29,252	\$0	\$0	\$0	\$12,782	\$0	\$1,080	\$0	\$0	\$0	\$0	\$0	\$1,368	\$270	\$0		\$0		
TASK 2 - DATA COLLECTION AND REVIEW, FIELD SURVEY AND INVESTIGATIONS, EXISTING PERMITTING REVIEW																									
2.1	Data Collection and Review	\$5,632	28	\$5,632	28	0	8	0	0	2	18	0	0	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
2.2	Meeting with OWNER to Discuss Alternatives	\$2,276	10	\$2,276	10	1	4	0	0	0	5	0	0	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
2.3	Meeting with OWNER's O&M Staff	\$2,905	13	\$2,905	13	1	4	0	2	0	6	0	0	0	0	0	0	0	0	0	\$39	\$0	-	\$0	-
2.4	Site Visit and Field Investigations	\$15,021	84	\$15,021	84	0	14	0	0	4	9	8	1	0	24	24	0	0	0	0	\$131	\$0	-	\$0	-
2.5	Preliminary Geotechnical Investigation	\$30,082	25	\$5,682	25	1	7	4	2	0	9	0	2	0	0	0	0	0	0	0	\$42	\$24,400	-	\$0	-
2.6	Limited Topographic Survey	\$11,866	57	\$11,866	57	0	0	0	0	8	0	0	8	4	8	0	0	5	24	0	\$168	\$0	-	\$0	-
2.7	Desktop Contaminated Site Investigation	\$928	4	\$928	4	0	2	0	0	0	0	0	2	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
2.8	Aquatic Resources Delineation	\$8,906	40	\$8,906	40	0	16	0	0	0	0	0	24	0	0	0	0	0	0	0	\$42	\$0	-	\$0	-
2.9	Biological Habitat Assessment	\$7,826	34	\$7,826	34	0	16	0	0	0	0	0	18	0	0	0	0	0	0	0	\$42	\$0	-	\$0	-
2.10	Floodplain Modeling and Delineation	\$33,432	174	\$33,432	174	0	36	0	0	0	138	0	0	0	0	0	0	0	0	0	\$300	\$0	-	\$0	-
	Task 2 Hours		469		469	3	107	4	4	14	185	8	55	4	8	24	24	5	24	0					
	Task 2 Fee	\$118,873		\$94,473		\$930	\$30,388	\$1,064	\$848	\$2,604	\$30,710	\$1,488	\$9,900	\$728	\$1,072	\$3,936	\$3,072	\$730	\$6,240	\$0	\$763	\$24,400		\$0	
TASK 3 - ALTERNATIVES DEVELOPMENT AND EVALUATION																									
3.1	Evaluate Optional Flow Schemes for Storage and Pump	\$45,620	183	\$34,620	183	0	13	0	28	8	44	0	90	0	0	0	0	0	0	0	\$0	\$0	-	\$11,000	-
3.2	Update Existing InfoWorks ICM Hydraulic Model to Evaluate Existing and Future Conditions	\$6,732	37	\$6,732	37	0	5	0	0	0	32	0	0	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
3.3	Coordination Meeting with City of Greenwood	\$3,250	13	\$3,250	13	3	5	0	0	0	5	0	0	0	0	0	0	0	0	0	\$70	\$0	-	\$0	-
3.4	Coordination Meeting with LBVSD	\$4,434	18	\$4,434	18	3	8	0	0	0	7	0	0	0	0	0	0	0	0	0	\$70	\$0	-	\$0	-
3.5	Develop Alternatives and Operations	\$16,198	79	\$16,198	79	0	24	0	0	7	40	0	8	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
	Task 3 Hours		330		330	6	55	0	28	15	128	0	98	0	0	0	0	0	0	0					
	Task 3 Fee	\$76,234		\$65,234		\$1,860	\$15,620	\$0	\$5,936	\$2,790	\$21,248	\$0	\$17,640	\$0	\$0	\$0	\$0	\$0	\$0	\$140	\$0		\$11,000		
TASK 4 - PRELIMINARY ENGINEERING REPORT																									
4.1	Develop and Submit Draft PER	\$21,912	100	\$21,912	100	2	26	14	8	8	40	0	2	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
4.2	Develop Exhibits for PER	\$13,794	73	\$13,794	73	0	6	0	10	3	22	0	32	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
4.3	Draft PER Review Meeting	\$4,654	20	\$4,654	20	2	5	4	0	0	9	0	0	0	0	0	0	0	0	0	\$56	\$0	-	\$0	-
4.4	Develop and Submit Final PER	\$6,424	32	\$6,424	32	0	8	0	0	0	12	0	12	0	0	0	0	0	0	0	\$0	\$0	-	\$0	-
	Task 4 Hours		225		225	4	45	18	18	11	83	0	46	0	0	0	0	0	0	0					
	Task 4 Fee	\$46,784		\$46,784		\$1,240	\$12,780	\$4,788	\$3,816	\$2,046	\$13,778	\$0	\$8,280	\$0	\$0	\$0	\$0	\$0	\$0	\$56	\$0		\$0		
	TOTAL LABOR HOURS		1,247		1,247	38	310	22	50	40	473	8	205	4	8	24	24	5	24	12					
	TOTAL FEE	\$294,393		\$258,993		\$11,780	\$88,040	\$5,852	\$10,600	\$7,440	\$78,518	\$1,488	\$36,900	\$728	\$1,072	\$3,936	\$3,072	\$730	\$6,240	\$1,368	\$1,229	\$24,400		\$11,000	
SUMMARY BY FIRM																									
		\$	HRS	% TOTAL \$	% TOTAL HRS																				
	GBA	\$258,993	1,247.0	88.0%	100.0%																				
	Terracon	\$24,400		8.3%																					
	Mid America Consultants	\$11,000		3.7%																					
	TOTAL LABOR HOURS		1,247.0		100.0%																				
	TOTAL FEE	\$294,393		100.0%																					