

THE CITY OF HENDERSONVILLE
160 6TH Avenue East
Hendersonville, NC 28792
(828) 697-3000

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

FIRM:	WK Dickson, Inc.	PROJECT:	Comprehensive Master Plan
	5 Legacy Park Road, Suite A	PROJECT	Professional engineering services
	Greenville, South Carolina 29607	DESCRIPTION:	to support the development of a
		PROJECT	comprehensive stormwater master plan
		NUMBER:	22016

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this 2 day of November, 2022 by and between, the City of Hendersonville, a municipal corporation of the _____ State of North Carolina, (the "City") and, WK Dickson, Inc., a North Carolina professional corporation, having an address of 1213 W. Morehead Street, Suite 300, Charlotte, North Carolina 28208 (the "Firm")

WITNESSETH

That for and in consideration of the mutual promises set forth in this Contract below, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Firm agrees to perform for the City the following services according to the following requirements:

The Firm agrees to provide professional engineering services needed to complete the Project. Such professional engineering services shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the City or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit D, which is incorporated herein by reference. The Firm represents to the City that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit D not more often than once per year, to reflect an inflationary increase equal to the Consumer Price Index for all urban consumers, but only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the City in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the City shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by City before proceeding to perform such Additional Services. The total project will consist of multiple phases, with the first two phases being as attached in Exhibit B. Pricing and scoping for the future phases will be determined by agreement of the parties, but the not to exceed amount for all phases under this contract is \$500,000.00.

The Firm will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Henderson County. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to indemnify and save harmless the City from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the City's own forces to avoid delaying or interfering with their work.


The Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The City reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.) or for convenience. The City reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the City and Firm shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit C.


2. Required Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.
3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Marketing Use. The use of this project for marketing and reference purposes is subject to the City's consent.
5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City and shall conclude with the conclusion of the project, unless extended or terminate by written amendment to this Contract.
6. Payment for Services. In consideration of the above services, the City will pay the Firm, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit C. Firm will submit monthly invoices for Work

performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit D, attached hereto and incorporated by reference. If any invoice is disputed by the City, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Hendersonville, North Carolina, this 2nd day of November, 2022.


BY:  (SEAL)
Signature
Bryan E. Thomas, PE, Vice President/Regional Manager
Printed Name and Title

THE CITY OF HENDERSONVILLE

BY:  (SEAL)
John Connet (Nov 2, 2022 16:21 EDT)
John Connet, City Manager
This instrument has been preaudited in that manner required by the North Carolina Local Government Budget and Fiscal Control Act. JB

John Buchanan, Finance Director, City of Hendersonville

The preaudit is limited to the not to exceed amount of the phases 1 and 2, \$129,000


John Buchanan, Finance Director
City of Hendersonville

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Firm's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, C & D hereto, and (iii) any other terms and conditions of a written agreement signed by Firm and the City that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Firm and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Firm's quotation, acknowledgment, invoice or in any other communication from Firm to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
2. **Entire Agreement.** The Contract Documents constitute and represent the complete and entire agreement between the City and Firm and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the City. However, the Firm will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Firm will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties.** The Firm is an independent Professional Engineering Company and not an affiliate of the City. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the City. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
5. **Prices.** If the Firm's price or the regular market price of any of the Work covered hereunder is lower than the price stated in the Contract Documents on the date of performance of the Work, the Firm agrees to give the City the benefit of such lower price on such Work. In no event shall the Firm's price be higher than the price contained in the Firm's Fee Schedule attached as Exhibit C unless otherwise agreed in writing.
6. **Not Used.**
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the City.
8. **Indemnification.** To the greatest extent allowed by the law the Firm shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.

9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Engineering Services. All invoices and statements shall reference the Contract number and be submitted to: City of Hendersonville, Accounts Payable, 160 6th Avenue East, Hendersonville, North Carolina 28792, with copy to Mike Huffman.
10. **Anti-Discrimination.** During the performance of the Contract, the Firm shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Firm shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, the Firm certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and exclusive venue shall be in a court of competent jurisdiction for Henderson County, North Carolina. The Firm represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance.** The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
15. **Assignment.** The Firm shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
16. **General Provisions.** The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Obligations of the Firm.** The Firm shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville in the performance of the Work outlined in this Contract and any design documents, drawings and specifications applicable to the Work. The Work shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville.
18. **Quality and Workmanship.** The Firm shall perform all Work in accordance with this Contract and the standard of care ordinarily used by members of the engineering profession practicing under similar circumstances and at the same time in Henderson County.
19. **Default.** Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon a material breach by the other Party unless the alleged default is cured within the thirty (30) day notice period. The nonbreaching party shall have all remedies available at law or in equity in addition to any remedies provided in this Contract for material breach. In the event of a material breach by the Firm the City may procure upon such terms as the City shall deem appropriate, professional engineering services substantially similar to those so terminated, in which case the Firm shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith.
20. **Termination for Convenience.** The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing

ten (10) consecutive calendar days notice in writing from the City to the Firm. If the Contract is terminated by the City in accordance with this paragraph, the Firm will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The City will not be liable to the Firm for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.

21. **Instruments of Service and Work for Hire.** All Work performed by the Firm, and all data compiled, shall be considered Instruments of Service and Work for Hire, and shall be the Property of the Owner. The Firm shall retain a license in the Work performed and data compiled to use for the Firm's own purposes, and not for the benefit of any third party without the City's consent. The terms of this Paragraph shall survive the termination of this Contract for any reason, including but limited to for a material breach of either Party, or for the convenience of the Owner. In the event this Contract is terminated for any reason, the City shall be entitled to keep and use all design work provided by the Engineer and all data compiled by the Engineer. All representations and obligations with respect to the Work by the Firm under this Contract shall survive termination of this Agreement unless this Contract is terminated by the Firm for the City's material breach, in which case use by the City of the Firm's design work and data compiled shall be at the City's own risk, and without any representation by the Engineer as to its accuracy or fitness for any purpose.
22. **Assignment.** Firm may not assign, pledge, or in any manner encumber the Firm's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent.
23. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. The Firm shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
24. **Valid Contract.** In order for this Contract for Professional Engineering Services to be valid, it must be executed by the City Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
25. **Verification of Work Authorization.** The Firm shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
26. **Iran Divestment List.** With the execution hereof, Firm, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
27. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
28. **Companies that Boycott Israel List.** With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The Firm shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Comprehensive General Liability Insurance**

The Firm shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Firm.

d. **Other Insurance**

The Firm shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The Firm shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City.

EXHIBIT B

FIRM'S SCOPE OF SERVICES

Project Understanding

The City of Hendersonville City has invested heavily in stormwater management and protection of the City's natural resources. Extensive work that has been accomplished in Mud Creek through multiple stakeholders, through proactive planning efforts in the Wash Creek Master Plan (2018) and Britton Creek Master Plan (2011) and with significant inventory and condition assessment (CCTV). These efforts provide a great beginning data set for comprehensive master plan development.

A balanced approach in a citywide master plan will ensure the stewardship of the stormwater system accounts for flood resiliency and citizen safety, in addition to water quality and protection of the natural assets that make Hendersonville such a special place to live.

Project Management

FIRM will manage the project in a manner so as to be responsive to the needs and schedule of the City of Hendersonville (City) and to assure the quality of the product. The project management and administration efforts will include, but not be limited to, the following items:

- Oversee the FIRM Project Team relative to ensuring budget, schedule and conformance to the project scope on a timely basis.
- Provide a minimum of two project contacts for the City so that, at any time, someone familiar with the project can be available to the City if questions, comments, concerns, or other project needs arise.
- Ensure the quality control program throughout the life of the project as outlined in the Project Work Plan. The Project Work Plan will consolidate key project management documents in one location including the following: contract, project scope, FIRM Project Team, schedule, and quality control procedures.
- Perform project planning and formulation.
- Update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting.
- Meet with the City's Project Manager as appropriate throughout the life of the project via scheduled conference calls and be available to answer project-related questions on a regular basis via phone calls and email.
- Prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs, and justify any proposed changes to the schedule or budgets. Monthly progress reports are due the 15th of each month, or the Friday before the 15th if the 15th falls on a weekend, for the previous month and shall approximately coincide with monthly project invoicing.
- Maintain a project cost accounting system throughout the life of the Project.
- Maintain a project filing system throughout the life of the Project to use for storage and retrieval of project documents.

All project final deliverables shall be certified (signed, sealed, and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. FIRM shall participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project schedule.

Phase 1: Strategic Asset Management Plan

The Strategic Asset Management Plan will serve as the foundational building block for the comprehensive master plan and subsequent work. It serves to define and memorialize the operational and capital program goals and objectives into a singular coordinated framework.

Task 1: Gap analysis of existing studies and data

A Gap Analysis will be used to determine the focus and priorities for the Strategic Asset Management Plan. FIRM will review the City's program through a number of program-related documents to include:

- Wash Creek Master Plan (2018)
- Britton Creek Master Plan (2011)
- Stormwater Utility Rate Study (2019)
- Asset Inventory Data (digital data sets)
- Condition Assessment Data (digital data sets) and summary reports
- Stormwater Management Plan (digital data sets)
- Stormwater Ordinance
- Stormwater policy documents related to level and extent of service
- Stormwater documents related to design standards
- Operations and Maintenance Plan to include workflow documentation & key performance indicators
- Current & historical maintenance work orders and/or work completed and planned by operations staff
- Summary information on recent & current CIP projects underway
- Organizational charts
- Other historical records and documents provided by the City in a timely fashion

The FIRM will assess gaps in data collection, workflows, asset records, and program approaches and summarize these gaps for review with the City's stormwater manager.

Task 2: Lessons Learned Workshop

Using the findings from the Gap Analysis, the FIRM will conduct a full day workshop with City staff to collect feedback on previous efforts and share results of the gap analysis. The purpose of the meeting will be to understand the successes that have been realized by the CITY in the stormwater program and determine areas for improvement in programmatic development. This will also inform the specific goals and protocols that will be developed to facilitate the master planning efforts. The workshop will be organized to gain critical insight into the goals for the Asset Management Program as well as understand current methodologies for managing the stormwater infrastructure.

Task 3: Define and Memorialize Program Goals

With the gap analysis results and lessons learned, it will be possible to define and memorialize goals for the stormwater master planning efforts and for the stormwater utility as a whole. The focus will be to define SMART strategic goals -Specific, Measurable, Achievable, Relevant, and Time bound - as the basis for the Strategic Asset Management Framework.

The Strategic Asset Management Plan will be memorialized or developed to document the following components of the Asset Management Program:

1. Level of Service Criteria Development
 - **Reliability** – The ability to provide continuous service to customers.
 - **Quality** – The commitment to deliver services that meet customer expectations.
 - **Customer** – Standards and targets for complaint handling, determination of service limits.
 - **Regulatory** – Reliability and quality targets mandated by regulatory authorities such as Illicit Discharge Detection and Elimination standards, water quality and floodplain requirements.
2. Operations and Maintenance Business Strategies
 - FIRM will define or memorialize data management, customer service and regulatory compliance. CITY's current workflows for gathering and dispersing information, capabilities of staff and resources as well as compatibility requirements to enable integration of management systems to include GIS, CMMS and financial accounting will be identified.
 - Standards and procedures for condition assessment activities will be memorialized or defined. This will include establishment of standards for rating asset condition, protocols for determining which assets to evaluate and the inspection interval.
3. Capital Planning Strategies
 - FIRM will define capital planning goals and establish parameters for development and maintenance of watershed plans.
 - Standards and procedures for planning activities will be memorialized or defined. This will include establishment of high-level standards for H&H modeling approach, data development and maintenance, project activities to be considers and interval for evaluation and updates to watershed plans and CIP plans.
4. Funding
 - FIRM will memorialize a standardized approach to operational and CIP budget development with consideration for short term and long-range funding requirements.
 - Recommendations for a strategic funding plan will be provided (to be implemented once the first priority watershed plan and associated improvement plan is developed).

5. Risk & Prioritization (Development of Asset Criticality & CIP Prioritization)
 - FIRM will establish parameters for evaluating risk at asset level and project level that will result in a tailored priority rating system that is objective, repeatable, and defensible.
 - The criticality approach will consider traditional data such as consequence and likelihood of infrastructure failure pipe condition, age, and pipe size.
 - Factors such as public health and safety, property ownership, permitting requirements, water quality benefits, structure risk, utility conflicts, and constructability will factor into the overall CIP prioritization ranking.
 - Additional local priorities will be incorporated into the rating system as appropriate.

Phase 1 Deliverable: Strategic Asset Management Plan

Phase 2: Master Plan Protocols

Task 1: Prioritize subbasins for plan development

Using the subbasin delineations previously developed by the OWNER, criticality factors that are aligned to the Strategic Asset Management Plan will be applied across the City to determine the order of planning for each subbasin.

Task 2: Establish modeling and assessment protocols

The FIRM will conduct an evaluation of modeling data sets such as the inventory, condition assessment, monitoring, and planning and zoning data. Following this review, the CONSULTANT will conduct a half day workshop to lead the CITY through evaluation and selection of modeling software, hydrologic modeling approach, level of detail in hydraulic model, waters quality modeling approach, and process for incorporation of stream assessments and CCTV data.

Task 3: Establish project development parameters

The FIRM will conduct a half day workshop with OWNER to review project types for inclusion in the alternatives analysis along with any specific criteria for determining the level of appropriateness of a given project type.

Task 4: Develop Standard Operating Procedures for Master Planning

Following the workshop with CITY, the FIRM will develop standard operating procedures (SOPs) for master planning and modeling approach. These SOPs will serve as the foundation for analysis for subbasins throughout the City.

Phase 2 Deliverable: Master Plan Protocol document that memorializes the planning and modeling approach to be utilized for the Comprehensive Stormwater Master Plan.

EXHIBIT C

Fee Schedule

1. Basic Services. The total project will consist of multiple phases, with the first two phases being attached in Exhibit B. The CITY shall pay the FIRM for services set forth in Exhibit B, Scope of Services, a Lump Sum Fee for each task as noted below:

Schedule of Fees	Fee Type	Fee Amount
Phase 1 Strategic Asset Management Plan	NTE	\$95,000
Phase 2 Master Plan Protocols	NTE	\$34,000

**Pricing and scoping for the future phases will be determined by written agreement of the Parties but shall not exceed a total contract value of \$500,000.00.*

For Lump Sum services, a percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of Scope of Services work estimated to be completed as of the day of billing.

For Hourly / NTE services, the FIRM will bill the City on the last day of each month for the fees and expenses incurred during that month.

2. Additional Services. The CITY shall pay the FIRM for additional services, which are not specifically called for in Attachment A, Scope of Services, on an hourly plus expense basis in accordance with the Exhibit D or an approved lump sum basis (prior to completing the work).

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

Additional Services to be performed at the hourly rates provided in the Firm's fee table, plus allowable Expenses at the Firm's actual costs. Allowable reimbursable expenses associated with the provision of additional services will be determined by the Firm and the City at the time the additional services are requested by the City

<u>LABOR</u>	<u>RATE</u>
Principal	\$263.00 /hr.
Senior Consultant	\$242.00 /hr.
Senior Project Manager	\$231.00 /hr.
Senior Engineering Manager	\$231.00 /hr.
Project Manager	\$202.00 /hr.
Engineering Manager	\$202.00 /hr.
Senior Project Engineer	\$179.00 /hr.
Project Engineer	\$168.00 /hr.
Senior Scientist	\$150.00 /hr.
Scientist	\$144.00 /hr.
Senior Planner	\$191.00 /hr.
Planner	\$146.00 /hr.
Senior Engineering Designer	\$152.00 /hr.
Engineering Designer	\$139.00 /hr.
Senior GIS Analyst	\$163.00 /hr.
GIS Analyst	\$124.00 /hr.
GIS Technician	\$118.00 /hr.
Senior Construction Observer	\$140.00 /hr.
Construction Observer	\$118.00 /hr.
Project Administrator	\$86.00 /hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants (limited to Additional Services only)	Cost + 10%

Note: The above rates are effective October 30, 2022. WK Dickson reserves the right to revise to reflect inflationary increases within the limits established in paragraph 2 of this Agreement.