

**RESOLUTION NO. 2023-R061**

**A RESOLUTION APPROVING THE CONTRACT WITH HDR ENGINEERING, INC. FOR PHASE ONE OF THE WATER AND WASTEWATER MASTER PLAN AND ACTIONS RELATED THERETO.**

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**WHEREAS**, the City of Branson desires to contract with HDR Engineering, Inc. for Phase One of the Water and Wastewater Master Plan; and

**WHEREAS**, HDR Engineering, Inc. has been recommended for approval by staff; and

**WHEREAS**, the City of Branson prepared and advertised specifications for the water and wastewater master plan and the proposal submitted by HDR Engineering, Inc. was found to be the lowest and best bid that satisfied the required specifications; and

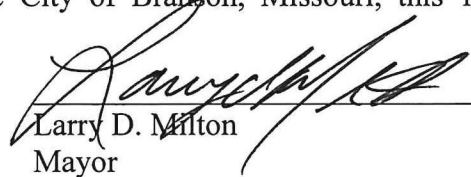
**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**


Section 1: The Board of Aldermen hereby approves the contract with HDR Engineering, Inc. for the water and wastewater master plan as specified in the related specifications and substantial conformity with the terms shown on Exhibit "1" attached in the amount not to exceed \$249,290.00 and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2: This resolution shall be in full force and effect after its passage and approval.

**ADOPTED**, by the Board of Aldermen of the City of Branson, Missouri, this 14<sup>th</sup> day of November, 2023.

  
Larry D. Milton  
Mayor

ATTEST:

  
Hillary Briand  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

Office Use Only

MASTER CONTRACT NUMBER:

C2023-0226

<b>ROUTING ORDER</b>	<b>(1) CONTRACT MGMT.</b>	<b>(2) CITY ATTORNEY</b>	<b>(3) CITY ADMINISTRATOR</b>	<b>(4) ORIGINATING DEPT.</b>	<b>(5) CONSULTANT</b>
<b>EFFECTIVE DATE</b>	<b>TERMINATION DATE</b>	<b>CONTRACT NUMBER:</b>			
<b>( ) NEW CONTRACT</b>			<b>( ) RENEWAL OF CONTRACT No. _____</b>		
<b>CITY</b>			<b>CONSULTANT</b>		
<b>CITY OF BRANSON</b> <b>110 W. MADDUX, SUITE 310</b> <b>BRANSON, MO 65616</b> <b>PHONE: (417) 243-2731</b> <b>FAX: (417) 334-9518</b> <b>CONTRACT ADMINISTRATOR: KENDALL POWELL</b> <b>DEPT: UTILITIES</b>			<b>NAME: HDR ENGINEERING, INC.</b> <b>ADDRESS: 1040 HOLMES ROAD, SUITE 600</b> <b>KANSAS CITY, MO 64131</b> <b>PHONE: 816-360-2700</b> <b>FAX: 816-360-2777</b> <b>ATTN: JOSEPH E. DRIMMEL, SR. VICE</b> <b>PRESIDENT</b> <b>SSN/EIN: 47-0680568</b>		

### AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

WHEREAS, the City of Branson requires professional engineering services in connection with engineering design of the Water and Wastewater Master Plan Update on this Agreement is made this date, \_\_\_\_\_, by and between the City of Branson, Missouri (hereinafter referred to as CITY) and HDR Engineering, Inc. specializing in consulting engineering services (hereinafter referred to as ENGINEER).

WHEREAS, CITY and ENGINEER, in consideration of their mutual covenants agree as follows: ENGINEER shall serve as CITY's professional engineering consultant per the assignments delineated in writing in this Agreement and the attached scope of work, and shall give consultation and advice to CITY during the performance of its services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri, and qualified in a field relevant to the services required by the scope of this Agreement.

Neither ENGINEER nor any of its agents shall act on behalf of, or in the name of CITY, except as provided in this Agreement.

### SECTION I – AUTHORIZATION OF SERVICES & STANDARD OF CARE

- 1.1 Services on any assignment shall be undertaken only upon written authorization of CITY and agreement of ENGINEER pursuant to this Agreement and the scope of work.

- 1.2 Assignments are delineated in this Agreement and the attached scope of work. CITY shall not compensate ENGINEER for items outside of these parameters.
- 1.3 The standard of care for ENGINEER under this Agreement shall be the care and skill ordinarily used by members of the engineering profession practicing engineering for municipalities in the United States of America.

## **SECTION 2 – BASIC SERVICES OF ENGINEER**

### **2.1 General**

- 2.1.1 ENGINEER shall perform professional engineering services in connection with the specifically authorized Project as provided for in this Agreement and Scope of Work attached hereto as Exhibit “A” attached to this Agreement and named as Scope of Services.
- 2.1.2 Except as provided in this Agreement all communication between ENGINEER and any Contractor or Subcontractor shall only be through CITY.
- 2.1.3 ENGINEER understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay CITY or any applicable Contractor.
- 2.1.4 ENGINEER shall be responsible to CITY for costs of errors or omissions by ENGINEER or its consultant that are a breach of the standard of care.
- 2.1.5 ENGINEER shall coordinate the services of all design consultants for the Project.
- 2.1.6 ENGINEER shall furnish to CITY such documents and design data as may be required for, and assist in the preparation of the required documents so that CITY may secure approval from Missouri Department of Natural Resources, US Corps of Engineers, Missouri Dept. of Conservation and such other governmental authorities as have jurisdiction over design criteria applicable to the Project.
- 2.1.7 ENGINEER shall advise CITY of adjustments in excess of ten percent of the cost estimate for the Project caused by changes in scope, design requirements of costs and furnish a revised cost estimate for the Project based on the final Contract and Bid Documents.
- 2.1.8 ENGINEER shall furnish three approval copies of the final Deliverables for the improvements.
- 2.1.9 All plans, specifications, estimates, drawings, and documents prepared or furnished by the ENGINEER shall conform to federal and state laws and CITY ordinances.
- 2.1.10 ENGINEER shall furnish one (1) set of reproducible approved final Deliverables and also furnish an electronic set in Microsoft Word format.

## **SECTION 3 – ADDITIONAL SERVICES OF ENGINEER**

- 3.1 Services outside the scope of this Agreement will be agreed to by CITY and ENGINEER, and provided for in an amendment to this Agreement, approved as required by CITY’s municipal code.

- 3.1.1 ENGINEER shall serve as a witness and be prepared to serve as a witness for the CITY in any litigation or other proceedings involving the Project.

#### **SECTION 4 – RESPONSIBILITIES OF CITY**

- 4.1 Within a reasonable time CITY, to facilitate the authorized activities of ENGINEER, shall provide information in the CITY's possession to meet the requirements of this Project.
- 4.2 Assist ENGINEER by providing available information when requested pertinent to this Agreement including previous reports and any other available data relative thereto.
- 4.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property under the control of CITY as required for ENGINEER to perform services under this Agreement.
- 4.4 Examine, in a timely manner, all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto necessary for the completion of this Agreement.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project. The final decision concerning what is required is the CITY and the CITYs alone.
- 4.6 The CITY's relevant departmental director shall serve as CITY'S representative with respect to the services to be performed under this Agreement. This role shall include providing instructions, receiving information, and interpreting and defining CITY's policies in respect to materials, equipment, elements, services, and systems to be used in the Project as described in this Agreement and the attached scope of work.
- 4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish all required approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.9 Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

#### **SECTION 5 – PERIOD OF SERVICE**

- 5.1 This Agreement shall become effective after signature of all parties as provided for by the City of Branson Municipal Code.
- 5.2 This Agreement shall be applicable to all assignments to ENGINEER authorized by CITY pursuant to the tasks included in this Agreement and the attached scope of work.



- 5.3 Upon mutual agreement of the parties, this Agreement may be extended, renegotiated or terminated.
- 5.4 This Agreement is phase one of a three phase master plan. This Agreement does not automatically renew and terminates on the Agreement termination date. ENGINEER may be given an opportunity to sign a new contract for to perform professional engineering services for remaining project phases, subject to approval with the specifically authorized Project as provided for in this Agreement and Scope of Work attached hereto as Exhibit "A" attached to this Agreement and named as Scope of Services.at the City's discretion. A Scope of Work and payment of services must be agreed upon by CITY and ENGINEER prior to additional phase Agreements are prepared.
- 5.5 Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of Notice to Proceed.
- 5.6 ENGINEER shall complete the design of phase one within **304 days** of the date of execution of this Agreement, or the date of the Notice to Proceed, whichever is later, provided that CITY has met its responsibilities as outlined in Section 4.
- 5.7 In the event CITY's review, examination or approval exceeds 30 days, and/or review and approval from all governmental agencies having jurisdiction over the design criteria is not received in a timely manner, both CITY and ENGINEER may agree to renegotiate the completion date herein stated and provide such extension as an amendment to this Agreement to be approved as provided for in the CITY's municipal code.
- 5.8 ENGINEER understands that time is of the essence in this Agreement, and failure to perform in accordance with the timelines presented herein result in a material default of this agreement.

## **SECTION 6 – PAYMENTS TO ENGINEER**

### **6.1 Amount of Payment:**

- 6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows: for time spent by personnel, payment at the hourly rates indicated in the "City of Branson Water/Wastewater Master Plan Phase 1 Scope and Fee" form, included as Exhibit B, which will remain at provided amounts during the duration of the agreement period outlined in Section 5-5.5.
- 6.1.2 Expenses incurred by ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, shall be included in the not to exceed amount of this Agreement.
- 6.1.3 Reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER'S standard rates in effect at the time service is provided and shall also be included in the not to exceed amount of this Agreement.
- 6.1.4 Professional services rendered to complete the tasks envisioned in this Agreement and the attached scope of work by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests,

progress photos, or other activities required or requested in writing by CITY personnel as provided for in section 4.6 shall be included in the not to exceed cost of this Agreement.

## **6.2 Maximum Amount of Payment**

Payment for services rendered under this Agreement shall be subject to the following limitations:

- 6.2.1 For Phase One, project management, water model, sanitary sewer model, capital improvement projects (CIP) review, regulatory review, and rate and cost of service model review, total payment to the ENGINEER shall not exceed **Two Hundred Forty-Nine Thousand Two Hundred Ninety Dollars and Zero Cents (\$249,290.00)** without formally amending this Agreement.
- 6.2.2 Work performed shall be billed on a time and expense basis in accordance with the following estimates for Tasks 1-6 outlined below:

<b>Task 1 Fee:</b>	<b>\$ 17,920.00</b>
<b>Task 2 Fee:</b>	<b>\$ 66,980.00</b>
<b>Task 3 Fee:</b>	<b>\$112,860.00</b>
<b>Task 4 Fee:</b>	<b>\$ 11,410.00</b>
<b>Task 5 Fee:</b>	<b>\$ 18,000.00</b>
<b><u>Task 6 Fee:</u></b>	<b><u>\$ 22,120.00</u></b>
<b>Total Fee:</b>	<b>\$249,290.00</b>

Dollar amounts for each Task are estimates. ENGINEER shall be allowed to move dollars between Tasks to accommodate Tasks that vary from estimates. ENGINEER shall provide notice to the CITY as to any dollar amounts that are moved between Tasks. The Total Not to Exceed amount shall not exceed the amount listed above in subsection 6.2.1 without formally amending this Agreement in writing.

- 6.2.3 Additional services and costs will be included in this Agreement as provided for by amendment, as provided for by the CITY's municipal code.

## **6.3 Method of Billing**

- 6.3.1 A monthly statement shall be rendered by the ENGINEER to CITY with such invoice to set forth describing all engineering services performed during that month and reasonable requested documentation as to ENGINEER'S cost allocation.

## **6.4 Payment**

- 6.4.1 Payment for engineering services shall be due 30 days after receipt of billing and acceptance of the ENGINEER'S work. CITY may withhold from payment such amount as will, in CITY'S discretion, protect CITY from any loss, damage or default caused by ENGINEER. Making of payments shall not constitute waiver of any claims by CITY.

## **SECTION 7- GENERAL CONSIDERATIONS**

## **7.1 Estimates**

Estimates of costs provided for herein shall be made on the basis of ENGINEER'S experience and qualifications and represent its best judgement as a design professional firm familiar with the construction industry, and specifically the costs associated with the Work required for this Project. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost or cost estimates prepared by ENGINEER.

- 7.2** ENGINEER shall indemnify, protect and hold CITY harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, arising from claims under The Worker's Compensation Law. Claims for contract damages, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the ENGINEER'S employees or of any person other than his employees and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, to the extent that any such claims, demands, liabilities and costs are the result of a negligent act, error or omissions of ENGINEER, ENGINEER will defend, indemnify, and hold CITY harmless from claims and demands arising as a result of ENGINEER'S nonprofessional liability which is covered by ENGINEER'S comprehensive general liability insurance policy, and from claims and demands arising out of the award of this contract.

- 7.2.1** ENGINEER assumes full responsibility for relations with any third parties acting as consultants, subcontractors, agents, suppliers or laborers of the ENGINEER, and shall indemnify and hold CITY harmless from and against, any and all liability, suits, claims, damages, costs (including reasonable attorneys' fees), losses, outlays, and expenses in any manner to the extent caused by, arising out of or connected with the negligent acts, errors or omissions in ENGINEER'S performance of this contract. Prior to engaging any consultant, ENGINEER shall obtain CITY'S consent in writing, which will not be unreasonably withheld if necessary to complete the scope of this Agreement. Final decision on the necessity of such assistance shall be the CITY's alone.

## **7.3 Termination**

This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. CITY retains the right to terminate the Agreement without cause upon payment of all authorized services as provided up to that time falling under the terms of this Agreement and the attached scope of work.

## **7.4 Ownership of Documents**

All documents, including original drawings, estimates, specifications, written design criteria and written reports made pursuant to this Agreement are and remain the property of the CITY. The ENGINEER shall furnish to CITY a set of reproducible record prints of drawings and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the CITY will use them fully in connection with the project and will not sell them, reuse or permit the reuse of said documents by others in connection with another facility. The transfer of ownership of documents shall not constitute the transfer of any ownership or granting of a license in any proprietary rights that the ENGINEER may have in any data, designs, processes or other information incorporated in the documents.

**7.5 Insurance**

The ENGINEER will secure and maintain such insurance as will protect it or any of its employees from claims under any worker's compensation laws, claims for damages because of bodily injury including personal injury, sickness or disease, or death, and from claims for damages because of injury to or destruction of tangible property including loss of use therefrom.

7.5.1 General Liability Insurance. ENGINEER shall maintain General Liability Insurance with a company licensed to do business in the State of Missouri. The amounts of insurance shall not be less than \$1,000,000.00 in coverage for bodily injury and property damage in combined single limits per injury or damage occurrence, with a general aggregate coverage of \$2,000,000.00. CITY must be named as an additional insured.

7.5.2 Automobile Liability Insurance. ENGINEER shall maintain Automobile Liability Insurance with a company authorized to do business in the State of Missouri. The amounts of insurance shall not be less than \$1,000,000.00 in coverage for automobile bodily injury and property damage liability insurance per occurrence. This insurance shall be maintained to cover all owned, leased and hired automobiles. CITY must be named as an additional insured.

7.5.3 Workers' Compensation Insurance. ENGINEER shall maintain Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

7.5.4 ENGINEER shall maintain Professional Liability Insurance with an Insurer approved by CITY in the amount of at least Five Million Dollars (\$5,000,000.00). All deductibles and Self-insured Retention must be paid by ENGINEER.

7.5.5 ENGINEER shall provide Certificate of Insurance in the amounts and terms set forth above at the commencement of this Agreement and at any other time requested by CITY.

7.6 No salaried officer or employee of CITY shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

7.7 ENGINEER agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of ENGINEER or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

7.8 ENGINEER is an independent contractor and nothing contained herein shall constitute or designate the ENGINEER or any of its agents or employees as agents or employees of the CITY.

7.9 ENGINEER shall not be entitled to any of the benefits established for the employees of the CITY nor be covered by the Workmen's Compensation Program of the CITY.

**7.10 Successor and Assigns**

CITY and ENGINEER each binds himself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither CITY nor



ENGINEER shall assign, sublet or transfer its interest in the Agreement without the written consent of the other.

**7.11 Notices**

All notices required to be in writing may be given by first-class mail addressed to CITY at 110 W. Maddux, Branson, Missouri, and ENGINEER at 10450 Holmes Road, Suite 600, Kansas City, MO 64131. The date of delivery of any notice shall be the second full day after the date of its mailing.

**7.12 Maintenance of Structures and Systems**

CITY agrees that structures and systems studied, reviewed, and analyzed and/or designed by the ENGINEER are dependent upon CITY's continued operation and maintenance of the project structures and systems in accordance with the construction and operation of the structures and systems, including any ENGINEER prepared operations and maintenance plans. Should CITY fail to maintain the structures to be in full compliance with operation and maintenance plans, OWNER agrees to waive any claims against ENGINEER resulting from any direct or consequential damage resulting from such non-compliance with operation and maintenance plans.

**7.13 Mutual Waiver of Consequential Damages**

Neither Party to the Agreement shall be liable to the other Party or any entity claiming by or through the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty – express or implied.

**7.14 Allocation of Risks**

Allocation of risks and limitations of remedies under this Agreement are business understandings between the parties and shall apply to all theories of recovery, including but not limited to breach of contract or warranty (express or implied), tort (including but not limited to negligence), strict or statutory liability, or any other cause of action. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, member, partners, agents, employees, and subconsultants to CITY and anyone claiming by, through, or under CITY for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of ENGINEER or ENGINEER's officers, directors, members, partners, agents, employees, or subconsultants, shall not exceed \$2,000,000.

**7.15 Jurisdiction**

This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

**7.16 Extent of Agreement**

This Agreement represents the entire and integrated agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This

Agreement may be amended only by written instrument signed by both CITY and ENGINEER.

**7.17 Missouri Immigration Law Affidavit**

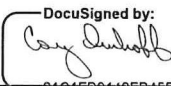
The Consultant is informed pursuant to Section 285.530, of the Missouri Revised Statutes as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00) the successful consultant shall by sworn affidavit and provision of documentation, affirm the business entity is enrolled and participating in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the consultant will furnish a signed affidavit (attached) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. If you are an Individual/Proprietorship, then you must return the attached Certification of Individual Bidder.

**7.18 Anti-Discrimination Against Israel**

The Consultant agrees to provide a certification, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

IN WITNESS WHEREOF, the City of Branson, by and through its Mayor, and HDR Engineering, Inc., by its authorized officer have made and executed this Agreement as of the day and year first above written.

**ENGINEER:**

By:  11/6/2023  
21C1FB3142FB455...  
(Signature) Date


**CITY OF BRANSON, MISSOURI**

Larry D. Milton                       
Mayor Date

**ATTEST:**

Hillary Briand                       
City Clerk Date

**APPROVED AS TO FORM:**

 11/3/2023  
201A000000A4441...  
City Attorney Date

## **SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

OWNER intends to develop Master Plans for their water and sanitary sewer systems. Existing Master Plans need to be updated to reflect current conditions within the City as well as current growth projections and development. Upon written authorization from the OWNER, ENGINEER will perform the basic services detailed below.

The project is anticipated to be completed in a phased approach. This scope of services covers Phase 1. The anticipated phasing is as follows;

**Phase 1:** Water Model, Preliminary Wastewater Model, Regulatory Review, Preliminary Capital Improvement Plan (CIP), Rate Model Review, Foundational Asset Management Tool Set-up Discussion

**Phase 2:** Flow Monitoring, Final Wastewater Model, Asset Management/Renewal Forecasting Review, Water and Wastewater Facility Rapid Condition Assessment, Revise CIP, Develop EconH2O Tool, Update Rate Model (If Desired)

**Phase 3:** Integrated Plan Development (If Desired), Finalize Phase 2 Items

### **SCOPE OF SERVICES PART 1 – BASIC SERVICES**

#### **Task 1 Project Management:**

- 1.1 Kick-off meeting: Conduct an in-person kick-off meeting with OWNER to define and clarify OWNER's goals, requirements, and other concerns.
- 1.2 Meetings and Communication. As directed by OWNER, attend meetings and correspond with government entities and utilities that may be involved in current or future water and/or sanitary sewer projects related to the OWNER. Virtual (with an in-person option) monthly progress meetings will be conducted if requested by the OWNER.
- 1.3 Council Meetings. Attend two City Council meetings. Attend a City Council meeting or work session at the beginning of Phase 1 to explain the goals and objectives of the project. Attend a second City Council meeting or work session at the end of Phase 1 to present the deliverables and explain the goals and objectives of future phases.
- 1.4 Prepare and Submit Project Invoices and Progress Reports. Monitor project activities and progress monthly for compliance with project schedule and budget. Prepare and submit monthly project invoices and progress reports (if requested) to OWNER.

**Task 2 Water Model:**

- 2.1 Review available data provided by the OWNER related to past water models and master plans. Data will be limited to the last 5 years.
- 2.2 Review treated flow production available from the two water treatment plants and wells and evaluate system capacity to transfer water from production sources into and between pressure zones. Data will be limited to the last 5 years.
- 2.3 Work with City staff to develop minimum day, maximum day and typical diurnal patterns based on billing data and water treatment plant and well production.
- 2.4 Develop hydraulic water model that includes existing water mains within the City water distribution system with a minimum of diameter of four inches.
  - 2.4.1 Model development will be based on information provided by City staff, including GIS information for pipelines and as-built information for tanks elevations and diameter, pump curves/capacities and control valves.
  - 2.4.2 Coordinate with City staff to determine appropriate locations for City to conduct hydrant testing to be utilized by ENGINEER for model steady state calibration.
  - 2.4.3 Coordinate with City staff to obtain SCADA information (if available) to be utilized by ENGINEER for extended period model calibration (24 hour simulation)
  - 2.4.4 Water mains and facilities in the adjacent systems of Taney County PWSD #3 and Tri-State will not be included in the model.
- 2.5 Review preliminary hydraulic water model with the OWNER to review initial results of model and get input from OWNER on areas where model is not aligned with typical system operations or observed field conditions. This review is anticipated to be an in-person work session (Water Workshop 1).
- 2.6 Use calibrated model to evaluate pressure zone boundaries. Analysis to evaluate zone transfer valves and storage (existing and proposed)
- 2.7 Use calibrated model to evaluate existing capacity constraints within the system under maximum day conditions.
- 2.8 Conduct analysis of available fire flow within the existing system under maximum day conditions
- 2.9 Develop a modeled average water age for all water storage tanks for winter and summer demand conditions to provide a general overview of system water age.



Model tank cycling will be based on current observed pumping operations and observed SCADA tank levels. (Water age reduction scenario analysis to be conducted during Phase 2.)

- 2.10 Conduct workshop to discuss model analysis and final recommendations (Water Workshop 2).
- 2.11 Develop summary reports, to be provided with the model, for model development, capacity analysis, pressure zone analysis and fire flow analysis.

Task 2 Deliverable: Water Model

**Task 3 Sanitary Sewer Model:**

- 3.1 Review available data provided by the OWNER related to past sanitary sewer models and master plans. Data to be limited to the last 5 years.
- 3.2 Evaluate permitted treatment capacities at the two wastewater treatment facilities versus average daily flows. Data to be limited to the last 5 years.
- 3.3 Work with City staff to develop estimated customer average day flows based on treatment plant flow information and customer billing data.
- 3.4 Develop sanitary sewer model that includes sanitary sewer mains, lift stations and force mains within the City. Model dry weather and wet weather flow predictions will initially be estimated. Calibrated dry and wet weather model flow to be developed in future master plan phase.
  - 3.4.1 Model development will be based on information provided by City staff, including GIS for pipelines and as-built information for equalization tanks, lift station dimensions and pump curves/capacities.
  - 3.4.2 Model gravity mains to include 10-inch and larger. Model will also include gravity 8-inch pipes in locations downstream of force main discharge points and locations where an 8-inch main is serving as an interceptor. Total estimated length of modeled gravity mains is 300,000 linear feet.
  - 3.4.3 Coordinate with City staff to evaluate available information related to the 38 lift stations and determine which stations require draw-down testing to be completed by OWNER staff. Model lift station information will be estimated in locations where information is not available and noted as a data gap for further development in a future master plan phase. Modeling of the low-pressure mains is not included in this master plan phase.
- 3.5 Review preliminary hydraulic sewer model with the OWNER to review initial results

of model and get input from OWNER on areas where model is not aligned with typical system operations or observed field conditions. This review is anticipated to be an in-person work session (Sewer Workshop 1).

- 3.6 Use preliminary model to identify system capacity constraints.
- 3.7 Develop table of estimated average and maximum peak lift station inflows vs estimated lift station capacity.
- 3.8 Conduct workshop to discuss model analysis and final recommendations (Sewer Workshop 2).
- 3.9 Develop summary reports for model development, capacity analysis and lift station capacity review.

#### Task 3 Deliverable: Preliminary Sanitary Sewer Model

#### **Task 4 CIP List Review:**

- 4.1 Develop a list of potential capital improvement projects based on input from OWNER staff, previous studies provided by OWNER, and models developed in Tasks 2 and 3. Prioritization and scheduling for the list will be included in future project phases.
- 4.2 Review preliminary CIP list with OWNER via an in-person work session.
- 4.3 Revise CIP list based on OWNER comments.
- 4.4 Develop preliminary opinion of probable construction costs for the CIP list.
- 4.5 Identify potential funding options for the CIP list of projects.

Task 4 Deliverable: Preliminary CIP List in Excel format identifying project name, brief description, and preliminary opinion of probable construction cost.

#### **Task 5 Regulatory Review:**

- 5.1 Characterize the anticipated timing and impact of Clean Water Act regulatory drivers that may affect the City's wastewater collection and treatment facilities, programs, and future discharge permits.
- 5.2 Identify the anticipated timing and impact of the Lead and Copper Rule Revision, upcoming Lead and Copper Rule Improvement, and EPA's draft PFAS maximum contaminant level recommendations on the City's drinking water treatment and distribution systems and programs.

- 5.3 Summarize findings in a brief report.
- 5.4 Review findings in a workshop (Regulatory Workshop 1).
- 5.5 Revise summary report in response to OWNER comments.

Task 5 Deliverable: Regulatory Drivers Summary Report

**Task 6 Rate and Cost of Service Model Review:**

- 6.1 Review the current City rate model and system connection charges and recommend updates or changes if necessary. It is anticipated that the City will update the model and HDR will review the updates including the current process for roll-over funds for on-going projects and make recommendations.
- 6.2 Summarize findings in a brief report or memo.
- 6.3 Review findings in a workshop (Rate Workshop 1).
- 6.4 Revise summary report or memo in response to OWNER comments, if necessary.

Task 6 Deliverable: Preliminary Rate and Cost of Service Summary Memo

**SCHEDULE:**

Phase 1 shall be completed within 10 months from written Notice to Proceed. Any written or electronic data requests or review requests to OWNER are anticipated to be satisfied in 10 business days. Delays in responses may result in delays to the project schedule.

**ASSUMPTIONS:**

Owner will provide GIS files for water and sanitary sewer line work as well as aerial photos and topography.

Owner will provide available flow information for all water and wastewater treatment plants, water tower elevation data, pump station pump inventory and run times, and flow meter readings wherever available.

**PART 2 – ADDITIONAL SERVICES**

- 2.1 Additional Services Requiring OWNER'S Written Authorization: If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below.

- A. Preparation of applications and supporting documents (in addition to those

HDR Engineering, Inc.

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furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

- B. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others beyond what is included in Basic Services.
- C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond ENGINEER'S control.
- D. Services resulting from OWNER'S request to evaluate additional alternative solutions beyond those identified in Basic Services.
- E. Services required as a result of OWNER'S providing incomplete or incorrect Project information to Engineer.
- F. Providing renderings or models for OWNER'S use.
- G. Preparing to serve or serving as a consultant or witness for OWNER in any negotiations, litigation, arbitration, or dispute resolution process related to the Project.
- H. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
- I. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.



## Exhibit B

## City of Branson Water/Wastewater Master Plan – Phase 1 Scope and Fee

Staff	Project Role										Rates
	Hour, Trans J	Stewart, Charles E (Charles)	English, Jeremy H	Carroll David J	Palmer, Vito	Campbell, Joel L	Briggs, Jacob	Burch, David	Carter, Michele	Korn, Shari	
	#H	#HC	Modeling	CFR/Landing	Modeling	Admin	Asst	WW Treatment			
Project Role	Billing Rate		\$520.00	\$230.00	\$120.00	\$1125.00	\$1000.00	\$290.00	\$230.00	\$390.00	
TAXES											
A. Task 1 - Project Management											
1 Kick-off Meeting	4:	8:	2	2							
2 Meetings and Communication	8:	8:									
3 City Council Meetings	4:	8:	4:	8						\$140	
4 Invoicing	8:					8	8				
Subtotal Hours	28H	22H	6:	10	0	8	8	0	0	0	
Subtotal Dollars	\$52,520	\$52,980	\$5,200	\$2,300	\$0	\$1,000	\$800	\$0	\$0	\$0	
Total Task 1										\$0	
B. Task 2 - Water Model											
1 Data Review	4:		4:		8						
2 Treated Flow Review	15:				8					\$440	
3 Water Model Development	70:				40						
4 Water Model Workshop 1	4:	4:		4:							
5 Existing System Capacity Analysis			15:		8						
6 Pressure Zone Analysis			15:		8						
7 Existing System Available Flow Analysis			15:		8						
8 Water Model Workshop 2	4:	4:		2							
9 Water Age Review			15:		4						
10 Water Model Workshop 2	4:	4:		4							
11 Summary Reports			40:		24	2		5			
Subtotal Hours	18H	102	280:	12	116	2	0	5	0	0	
Subtotal Dollars	\$53,080	\$53,980	\$54,000	\$2,700	\$13,920	\$250	\$0	\$1,450	\$0	\$0	
Total Task 2											
C. Task 3 - Sanitary Sewer Model											
1 Data Review	4:		15:		24						
2 Treatment Capacity Review			24:		16					\$400	
3 Model Development			100:		120						
4 Sewer Model Workshop 1	4:	4:		2							
5 Existing System Capacity Analysis			60:		80						
6 Lift Station Capacity Review			60:		80						
7 Sewer Model Workshop 2	4:	4:		2	4						
8 Summary Reports			40:		24	2		5			

Subtotal Dollars												
Total Task 3												
D. Task 4 - CIP Development												
1 CIP List	8											\$3,590
2 CIP List Review	4											\$920
3 DPCCs	8											\$4,600
4 Funding Options Review	2											\$2,300
Subtotal Hours	22	41	15	8	0	0	0	0	0	0	0	
Subtotal Dollars	\$5,080	\$1,080	\$3,200	\$1,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,410
Total Task 4												
E. Task 5 - Regulatory												
1 Clean Water Act Review												\$5,640
2 Safe Drinking Water Act Review												\$5,000
3 Summary report												\$5,980
4 Workshop 2 (already covered above)												\$0
5 Revised report												\$1,380
Subtotal Hours	0	0	8	66	0	0	0	0	0	0	0	
Subtotal Dollars	\$0	\$0	\$1,600	\$15,180	\$0	\$0	\$0	\$1,160	\$0	\$0	\$0	\$18,000
Total Task 5												
F. Task 6 - Rate Model Review												
1 Review Model and Recomm.	2	2								40	\$320	\$12,960
2 Workshop										8		\$3,560
3 Report/Memo										20		\$5,800
Subtotal Hours	41	41	0	0	0	0	0	0	0	68		
Subtotal Dollars	\$8820	\$1,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,720	\$320	\$22,120
Total Task 6												
Total Hours:	78	52	543	104	468	12	8	14	0	68		1,347
Total Billing Amount:	\$17,940	\$108,500	\$108,500	\$23,920	\$56,160	\$1,500	\$800	\$4,060	\$0	\$15,720	\$1,510	\$249,290

Estimated Project Fee \$249,290