

SUBJECT: AWARD CONTRACT FOR 2024 STORMWATER MASTER PLAN

DATE: OCTOBER 1, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:

Staff recommends approval of 2024 Stormwater Master Plan contract with RESPEC for the proposal in the amount of \$176,830.00 plus a 10% contingency in the amount of \$17,683.00 for a total contract price of \$194,513.00

PROJECT DETAILS:

Staff advertised the 2024 Stormwater Master Plan Project on July 31, 2024 and August 2, 2024. Proposals were received on August 16, 2024. Proposals received are as follows:

Contractor	Consultant Ranking	Proposal Price
RESPEC	1	\$176,830
ICON	2	\$143,400
Kimley Horn	3	\$256,206

Proposals were reviewed and scored by Public Works staff. Proposals were scored in accordance with the RFP consisting of five sections including; Statement of Qualifications (15%), Project Team / Firm Capability (20%), Prior Project Experience (20%), Work Plan / Scope of Services (30%), and the Fee Schedule (15%). After ranking the scored proposals staff recommends RESPEC to complete the 2024 Stormwater Master Plan.

Building upon the 2015 Stormwater Masterplan, the City is taking a proactive approach to managing its stormwater infrastructure with the upcoming 2024 Stormwater Master Plan. The City aims to address current conditions and emerging concerns while continuing to improve and maintain its stormwater systems effectively. Here's a summary of the key aspects of the new plan:

1. **Survey of Existing Infrastructure:** The 2024 Master Plan will include a comprehensive assessment of the current state of stormwater infrastructure, identifying any changes or issues since the 2015 survey.
2. **Public Input:** Gathering feedback from residents about stormwater issues will help ensure that the plan addresses community concerns and priorities.
3. **Capital Improvement Schedule:** The updated Master Plan will provide a revised Capital Improvement Plan, outlining necessary upgrades and maintenance tasks for public stormwater facilities for the next 10 years.

4. **Guidance for Maintenance Projects:** The new plan will serve as a framework for the City's annual Stormwater Maintenance Projects, ensuring that resources are allocated efficiently and that improvements are made in a prioritized manner.

By incorporating these elements, the 2024 Master Plan aims to enhance the City's ability to manage stormwater effectively, reduce flooding risks, and maintain the quality of its stormwater infrastructure.

FISCAL IMPACT:

The costs of the 2024 Stormwater Master Plan Project will be drawn from the following funds:

Projected Funding

Description	Account	Budget Amount
Stormwater Master Plan	503499-660273	\$150,000
Total Funding:		\$150,000

Projected Expenses (Stormwater Master Plan) 503499-660273

Description	Amount
2024 Stormwater Master Plan	(\$176,830)
2024 Stormwater Master Plan Contingency	(\$17,683)
Total Expenses:	(\$194,513)
Shortfall of Funds	(\$44,513)

Budget Amendment

The Stormwater Master Plan account (503499-660273) lacks sufficient funds to support this project. To address this shortfall, staff recommends a budget amendment in the amount of \$44,513. The Detention Pond Maintenance account (503499-630096), which all projects have now been completed, has a current balance of approximately \$530,000. This remaining budget is adequate to cover the funding gaps for both the Stormwater Master Plan project (this communication) and the SWQMP Pilot Project, which are both being submitted for Council approval on October 1. The Detention Pond Maintenance, Stormwater Master Plan, and SWQMP Pilot accounts are all part of the Stormwater Utility fund, ensuring that the overall fund will remain balanced without a deficit.

STAFF RECOMMENDATION:

Staff recommends approval and award of the 2024 Stormwater Master Plan Project contract with RESPEC for \$176,830.00 plus a 10% contingency in the amount of \$17,683.00 for a total authorized amount of \$194,513.00 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

PROGRAM/SUB-PROGRAM:

The recommended contracts support the goal of improving drainage and storm water quality across the city.

ATTACHMENT(S):

1. Professional Services Contract with RESPEC

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND RESPEC Company, LLC
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 1st day of October, 2024 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and RESPEC Company, LLC [Name of Contractor], a South Dakota limited liability company[State of Formation and Type of Entity] hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing engineering and consulting services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying

by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Tyler Trojan as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Tyler Trojan and such person's designees.
- 5.2 The Consultant designates Melissa Bryant as its project manager and Alan Leak as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to November 1, 2025 unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City.

All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

Consultant's total liability to City for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under this Agreement shall, under no circumstances, exceed the fees paid and/or due and payable under such Agreement.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533

Fax: (303) 335-4550

If to the Consultant:

RESPEC Company, LLC
Attn: Alan Leak
720 South Colorado BLVD. Suite 410 S
Denver, CO 80246
Telephone: (303) 775-6406

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

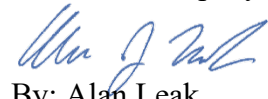
In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____

Attest: _____
Genny Kline, Interim City Clerk

CONSULTANT:
RESPEC Company, LLC



By: Alan Leak
Title: Principal-In-Charge

Exhibit A – Scope of Services

[Insert Scope of Service(s)]

TECHNICAL QUALIFACTIONS PROPOSAL SCOPE OF SERVICES

I. SCOPE

The City of Louisville is seeking a qualified consultant to evaluate the condition of the City's storm sewer system, and detention ponds in order to prepare an updated Stormwater Master Plan.

The scope of the project includes the following; Meet with public to gather concerns related to the storm sewer system and detention ponds; explore and identify mediation measures for problem drainage areas; prioritize problem drainage areas; incorporate MHFD master planning; develop maintenance and CIP program with cost estimates.

The consultant will prepare a plan to rehabilitate existing detention ponds and storm sewers owned by the City of Louisville to improve their storm water detention and drainage efficiency. The work will include verifying completed and outdated projects identified in the previous Stormwater Master Plan. Verify that the outlet structures are built per design and are functioning correctly. The rehabilitation work would also include replacing damaged concrete lined channels; removing trees which have damaged existing concrete channels; removal of trees and shrubs that are adjacent to existing drainage structures; repairing earthen slopes which have eroded over time or the replacement of non-conforming drainage outlet structures. The work will also include replacement/rehabilitation of any degraded storm sewers throughout the city.

The project design will need to identify and confirm mediation measures for problem drainage areas with the City as well as prioritize the mitigation of problem drainage areas and discuss the financial impacts over the next 10 years. Also, the project design will need to incorporate the Mile High Flood District (MHFD) master planning projects that have yet to be completed.

II. GENERAL SERVICES AND PROJECT MANAGEMENT

As a part of their project management plan, the consultant will, at a minimum, regularly schedule meetings and coordinate with City staff, project team and, identify and facilitate milestone meetings, and public meeting(s); and submit monthly schedule, budget, and project status reports. Status reports shall be submitted electronically. Schedules shall be prepared and submitted in pdf format.

A. OBJECTIVE

Provide overall leadership and team strategic guidance aligned with City of Louisville (City) staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

B. ACTIVITIES

1. Coordination with the City

Consultant will maintain communication with the City via voice, virtual and in person meetings, and email communication. Project duration will be 6 months; therefore, it is assumed that there will be up to 6 progress

payments/status reports. Public meetings are not included as progress meetings.

2. Management and Coordination of Staff

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

3. Public Meetings

In coordination with the City's Project Manager and outside agencies, the consultant shall provide presentation material, attend and support staff and assist in conducting meetings as follows:

- Consultant will provide a detailed plan for how they intend to gather public concerns, and feedback. This plan shall include details of when, why, and how the consultant will engage the community throughout the project. Recommendations shall be based off of This plan shall include the following:
 - A "promise to the public" statement. See [IAP2 Spectrum of Engagement](#).
 - A minimum of two (2) public meetings hosted by the consultant.
 - Coordinate logistics of meetings including, location, format, communication aids and equipment, beverages, staging and documenting and summarizing any input, concerns, and feedback gathered at such meetings.
 - Each public meeting shall have a method for collection of comments/requests virtually. This shall be web-based GIS map or equivalent. Consultant will coordinate with the City communication team on available tools and sharing resources with stakeholders. This may require a third-party online application for tracking comments.
 - Development and update of contact lists and communication tracking spreadsheets.
 - Communication plans. Consultant shall provide notices of any public meetings and shall distribute at least 14 days prior to the meetings. Notifications may include mailers, email/social media blasts, updated information on the City's web page, or content to be included in the City's regularly mailed/emailed newsletters or utility bills. Consultant will coordinate with the City communication team on best practices for providing notification to the public.
 - The Consultant shall provide graphic support as needed using displays, exhibits, and write ups for public meetings and for updating project information on the City's web and social media pages. The City's communication department will update the project web page using content provided by the consultant. The information presented will be reviewed and approved by the project management staff and communication division prior to posting on the project web page. Consultant shall be familiar with the City of Louisville's "Engage Louisville" platform, and best practices for providing status updates

before, during, and after the project. Consultant will “close the loop” with the public, providing a summary of how community input was collected, analyzed, and used to inform the project.

4. Field Explorations

Consultant will conduct field visits as necessary to gather information on site conditions needed for preparing recommendations of repairs and the CIP schedule.

5. Coordination of Subconsultants

Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

C. DELIVERABLES

1. Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task and budget remaining. Consultant shall deliver to the City a monthly invoice and status report covering:

- Work on the project performed during the previous month.
- Meetings attended.
- Problems encountered and actions taken for their resolution.
- Potential impacts to submittal dates, budget shortfalls or optional services.
- Budget Analysis.
- Issues requiring project team action.

2. Stormwater Master Plan

Consultant shall deliver a 60% and 90% draft of the 2024 Stormwater Master Plan to the City for comments. Consultant may assume a 3 week review period for City comments to be provided.

3. Consultant shall deliver a presentation for Council to the City for review a minimum of 1 month prior to consultant presenting to Council for adoption.

II. **BUDGET**

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Consultant proposes to perform this work on a time and expenses basis in accordance with the attached Fee Estimate.

III. PROJECT SCHEDULE

The preliminary project schedule outlined below is based on discussions with the City.

Contract Agreement Executed: October 11, 2024

Notice to Proceed (NTP): October 14, 2024

Pre-Design Conference: TBD

Preliminary Design Submittal: TBD

Final Design Submittal: April 1, 2025

Final Completion (Consultant Presentation to Council): First Council Meeting in May 2025

EXHIBIT B

{Insert Consultant Service Pricing}

[illegible]