

Utility Advisory Commission Regular Meeting

Agenda

Thursday, August 1, 2024

7:00 pm – Gardner City Hall Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CONSENT AGENDA

1. Standing approval of the minutes as written for the July 11, 2024 meeting of the Utility Advisory Commission.

OLD BUSINESS

NEW BUSINESS

1. Consider a recommendation to the City Council to award a Progressive Design Build Contract for the Hillsdale Water Treatment Plant Intake Structure Project, CIP Project No. WA2203.

DISCUSSION ITEMS

1. Project Updates

OTHER BUSINESS

ADJOURNMENT

UTILITIES ADVISORY COMMISSION STAFF REPORT CONSENT AGENDA ITEM #1
MEETING DATE: AUGUST 1, 2024
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Standing approval of the minutes as written for the July 11, 2024 meeting of the Utilities Advisory Commission.

Background:

The draft minutes for the July 11, 2024 Utilities Advisory Commission meeting are attached.

Staff Recommendation:

Staff recommends approval of the minutes for the July 11, 2024 meeting of the Utilities Advisory Commission.

Attachments:

- Draft minutes of the July 11, 2024 Utilities Advisory Commission meeting.

**RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS
Page No. 2024-10
July 11, 2024**

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on July 11, 2024, at City Hall. Present were Chairperson Barbara Coleman, Vice Chairperson Bryce Augustine Commissioner Nate Plahn, Commissioner Christopher Jackson, Commissioner Russell Wohler, Utilities Department Director Gonzalo Garcia and Utilities Specialist Erin Groh.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairperson Barbara Coleman.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the June 6, 2024, meeting of the Utility Advisory Commission.**
2. **Consider a recommendation to the City Council for appointment of a Director on the Kansas Municipal Gas Agency's Board of Directors.**

Motion by Vice Chair Augustine, seconded by Commissioner Plahn, to approve the Consent Agenda.

Motion carried 5-0 Aye

NEW BUSINESS

1. **Consider a recommendation to accept the proposal from KOC Electric to purchase transformers for the Substation 1, Transformer 2 Upgrade CIP Project EL4004 and for the new Substation 4 CIP Project EL4005.**

Director Garcia discussed how staff is currently working on two projects, the Substation 1 Transformer 2 Upgrade and new Substation 4. The consultant hired [Olsson] stated that there was a 32-36 month lead time on the electrical equipment for the projects. City staff issued three Invitations to Bid and three bids were received back. The companies who bid were WEG, Howard Industrial and KOC Electric.

Company	Transformer 30 MVA	Transformer 45 MVA	Lead Time
WEG	\$2,637,800.13	\$2,970,275.70	130-140 weeks
Howard Ind	\$2,712,430.10	\$3,013,505.37	72-76 weeks
KOC Electric	\$2,185,121.00	\$2,577,336.00	56 weeks

Bids were reviewed by Olsson and they recommended KOC Electric due to several factors. KOC's cost was lower than the other companies by \$400,000- \$500,000, the lead time was the shortest at 56 weeks and they're the only vendor who provided a sealed tank, vs a conservator) and FR3 oil. Most transformers use a mineral oil which is very flammable. The City's insurance carrier recommended that Generation use FR3 oil which Garcia said is almost like vegetable oil. The risk is less due to less flammability. Garcia said he recently met with a former Evergy employee who is a consultant prior to the UAC meeting who recommended using KOC because they have the quickest lead time and the best price and is used by Evergy. Garcia said that for the transformer for Substation 4, we need to get a 30 MVA, for Substation 1 a decision hasn't been made yet if we need a 30 or 45 MVA. Garcia wanted the commission to approve a recommendation to the City Council to accept the proposal for KOC versus the other two companies. It will

give staff time to review the contracts, legal, and then hopefully in the following weeks staff will have the actual transformer size needed.

Commissioner Wohler asked if Garcia was concerned that the cost was much lower than the other companies. Garcia said that he knows that they're new to the US market but there is no difference from the other companies. They have three repair shops across the country so if there is a problem with a transformer one of the shops can help us get the equipment repaired. Vice Chairperson Augustine said that he felt comfortable with using KOC since Evergy is using them as well.

Motion by Commissioner Plahn, seconded by Vice Chairperson Augustine to approve a recommendation to the City Council to accept the proposal from KOC Electric to purchase transformers for the Substation 1, Transformer 2 Upgrade CIP Project EL4004 and for the new Substation 4 CIP Project EL4005.

Motion carried 5-0 Aye

DISCUSSION ITEMS

1. Electric Reliability Report from American Public Power Association for the 2nd Quarter 2024.

Director Garcia discussed the Electric Reliability Indexes for April-June 2024. Commissioner Augustine requested a comparison between 2nd Quarter 2023 and 2nd Quarter 2024.

Augustine thanked Garcia for the information. Coleman asked if Evergy notified us of the work they were doing that caused a large outage in Gardner. Garcia said that City staff knew of the work being done by Evergy but Evergy didn't notify Generation staff that they were going to open a breaker which feeds power to Substation 1 which ended up shutting it down. Staff had to transfer the load from Substation 1 to Substation 2, which took about 50 minutes. Power was restored after the 50 minutes. City staff had a meeting with Evergy to find out why this happened. Staff will have a second meeting with Evergy to formulate a plan on how things will be communicated in the future when certain work is being done.

Another outage occurred due to human error by Director Garcia because he was troubleshooting for a wiring of another installation on Substation 2. Garcia opened the wrong switch and there was an outage at Substation 3 which was restored within 20 minutes. It ended up being something that was a positive due to it brought to light that there wasn't an alarm that went off to tell staff that the switch caused a disconnection on Sub 3. The need for the alarm was identified and an alarm will be programmed in the SCADA system for it.

Augustine asked if in the future when quarterly reports are presented, that we show the previous year's numbers as presented this month for the Electric Indexes to provide some information on how things have changed. Augustine also asked about Director Garcia saying in the previous meeting that he was going to talk to someone about the data on the APPA reports. Garcia said that he did talk to Nexgrid about how the MAIFI was showing an original target of 0.005. Nexgrid provides the software for these calculations. Nexgrid made some changes so it will be closer to the APPA standard that we are using.

2. Sewer 2nd Quarter 2024 Repair Report.

Director Garcia presented the Sewer repair report for the 2nd Quarter 2024. Line Maintenance staff completed 10 sanitary sewer line repairs affecting 8 customers, with 1 due to grease, 5 due to residents' issues and 4 due to other issues. The average workday response time was 14 minutes and the average workday repair time was 1 hour and 2 minutes. The average after-hours response time was 18 minutes and the average after-hours repair time was 15 hours and 42 minutes. The overall average response time was 16 minutes and the overall average repair time was 8 hours and 22 minutes.

3. Water 2nd Quarter 2024 Repair Report.

Director Garcia presented the Water Distribution Repairs Report for the 2nd quarter of 2024. Line Maintenance staff completed 12 water distribution service repairs affecting 11 customers: 1 due to line failure; 1 due to damage by others, 5 due to residents' issues, and 5 due to other issues. The average workday response time was 17 minutes and the average workday repair time was 2 hours and 4 minutes. The average after-hours response time was 22 minutes and the average after-hours repair time was 3 hours and 1 minute. The overall average response time was 19 minutes and the overall average repair time was 2 hours and 28 minutes.

4. Project Updates.

Director Garcia discussed some current projects. There was a leaning pole at Center and W. Madison St. so Electric Linemen replaced the 35 Circuit Pole. Distribution has been working on Circuit 31 is almost fully rebuilt which includes the line that goes from Moonlight to Warren St. It is almost two miles of electric line that was replaced. Vice Chairperson Augustine asked what the status was of the Utilities Building Expansion and Garcia said that the layout drawing has been finalized. The contract is almost finished so we are hoping it comes to us next month, for a recommendation to City Council. Augustine also asked about standards for the Water and Wastewater and where the department is at with trying to track outages using industry standards and Garcia said that Utilities Manager Jeff LeMire is working on writing a recommendation.

ADJOURNMENT

Motion by Commissioner Plahn, seconded by Commissioner Wohler to adjourn the meeting at 7:29 p.m.

Motion carried 5-0 Aye

/s/ _____ Erin Groh

Utilities Specialist
City of Gardner Utilities Department

UTILITY ADVISORY COMMISSION STAFF REPORT

NEW BUSINESS ITEM #1

MEETING DATE: AUGUST 1, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council to Award a Progressive Design Build Contract for the Hillsdale Water Treatment Plant Intake Structure Project, CIP Project No. WA2203.

Background:

On January 4, 2019 the Utilities Department advertised the Request for Qualifications for the Progressive Design-Build Services for the Hillsdale Water Treatment Plant Expansion Project. On February 8, 2019 Statements of Qualifications from three (3) Design Build Teams were received and reviewed. At this time the Selection Committee determined that all three entities would be interviewed on February 20, 2019. Upon completion of those interviews the Selection Committee unanimously choose the Joint Venture Group of Burns & McDonnell to move forward with contract discussions for the design and construction of the proposed 2 MGD expansion of the Hillsdale Water Treatment Plant. The project was successfully completed by the Joint Venture Group and been in operation since.

The Hillsdale Water Treatment Plant Intake Structure project can be looked as another step in the expansion process of the Hillsdale Water Treatment Plant and the overall operation and distribution of the City of Gardner's water system. The Joint Venture Group provided proposal for the Intake Structure project and it was determined that the Joint Venture Group was best suited for this project with the expertise of the intake structure, raw water transmission main improvements and treatment improvements made in the Hillsdale Treatment Plant Expansion project. Through that project, the Joint Venture group navigated the permitting process and created relationships with the major stakeholder for this project, the U.S. Army Corp of Engineers (USACE), in which a lengthy permitting process will be required.

The Progressive Design project will consist of but not limited to the design, construction, permitting, electrical, controls, pumping evaluations/selections, installation of new connections to the raw water transmission mains, structures and other improvements at the Hillsdale Lake Intake site. These improvements will allow for expansion of the treatment plant to meet future needs and maximum build out of 12MGD of water to be treated at the Hillsdale Water Treatment Plant.

Staff Recommendation:

Provide City Council with a recommendation to the City Council to Award a Progressive Design Build Contract for the Hillsdale Water Treatment Plant Intake Structure Project, CIP Project No. WA2203 to the Joint Venture group of Burns & McDonnell and CAS Constructors, LLC not to exceed the budgeted \$759,952.00.

Attachments:

- Burns & McDonnell Statement of Qualifications
- Hillsdale Intake Structure Professional Services Agreement



THE POWER OF PARTNERSHIP | SINCE 1994

City of Gardner, Kansas
Utilities Department

STATEMENT OF QUALIFICATIONS

HILLSDALE WATER TREATMENT PLANT INTAKE STRUCTURE PROJECT WA2203

AUGUST 21, 2023

Submitted to:

City of Gardner, KS
Utilities Department
Attn: Jeff LeMire
1150 E. Santa Fe Street
Gardner, KS 66030

Prepared by:

Burns & McDonnell
Jake White, Client Manager
9400 Ward Parkway
Kansas City, MO 64114



August 21, 2023

City of Gardner, KS
Attn: Jeff LeMire
1150 E. Santa Fe Street
Gardner, KS 66030
Submitted via: jlemire@gardnerkansas.gov

RE: Statement of Qualifications for Hillsdale WTP Intake Structure Project, WA2203

Dear Mr. LeMire and City Council:


The City of Gardner has made great improvements to its water infrastructure in an effort to add more capacity to better serve your growing population. But even with the expansion of your water treatment plant (WTP) completed in 2021, you need to be able to convey more water to the plant *and* distribute it to the community.

As the team who designed and built your Hillsdale WTP expansion, Burns & McDonnell and CAS Constructors stand ready to help design, permit and build your new raw water intake structure. We offer select benefits as a preferred consultant:

- Strong relationships and understanding of your goals, preferences and procedures** | The City will work with the same leadership who delivered your Hillsdale WTP, including **Project Manager Dana Weir** and **Construction Manager Travis Stryker**. We understand how your WTP was built and the constraints of your current intake. As a joint venture, we've navigated the contracting process with the City and the permitting process with Miami County and the U.S. Army Corps of Engineers (USACE). We intend to **move forward as expeditiously and efficiently as possible**, as time is of the essence.
- Understanding of your intake needs and requirements** | Before construction of your plant expansion began, our team recommended key next steps, including a new raw water intake at the Hillsdale Reservoir. The existing capacity is limited to 6 MGD and the existing intake is not expandable. We understand the necessary elements required to move this essential project forward including conceptual design, development of an environmental impact statement, the lengthy USACE permitting and land acquisition processes, and constructing in marine environments. Our goal will be to **find opportunities to advance the schedule, expediting elements that we can control such as early purchase of materials and equipment** once the project clears regulatory approval.
- Local and national experience in collecting and treating raw water** | Burns & McDonnell and CAS Constructors bring the best of our local project leadership backed by a deep national bench of water infrastructure engineers and builders. Our firms have delivered dozens of intake structures, from reservoirs and lakes to major rivers, through both traditional and collaborative delivery (such as design-build) methods. We have the in-house **resources needed to deliver a quality design, as well as resources to self-perform the construction work to keep you on schedule**.

We appreciate the unique opportunity to work again with your staff and plant operators. As with all of our joint venture projects, Burns & McDonnell and CAS Constructors remain committed to delivering quality projects with exceptional client service. Please do not hesitate to contact either of us with questions about our qualifications or proposed approach. We thank you for your consideration.

Sincerely,
Burns & McDonnell / CAS Constructors Joint Venture



Jake White, PE | Client Manager
P: 913-617-6545
E: jmwhite@burnsmcd.com
9400 Ward Parkway
Kansas City, MO 64114



Travis Stryker, PE, LEED AP | Executive Sponsor & Construction Manager
P: 785-270-1142
E: travis.stryker@casconstructors.com
3500 SW Fairlawn Road, Suite 200
Topeka, KS 66614

A JOINT VENTURE BETWEEN TWO OF THE BIGGEST (LOCAL) NAMES IN WATER DESIGN & CONSTRUCTION

Burns & McDonnell and CAS Constructors' partnership is not an engineer-led team, in which design viewpoints dominate the decision-making process, nor are we a contractor-led team with design subcontractors, where innovative design ideas are minimized by construction-focused management. In stark contrast to other teams, **we are a fully integrated team providing an optimal balance of both design and construction strengths.** Our joint venture business structure achieves perfect balance by placing both the designer and builder in a position of complete responsibility for the successful delivery of your project, fully integrating the design, construction and most importantly, your operations team to define, develop and deliver a successful project.



We design and build the tangible and intangible, everything you see (and don't see) that helps our cities thrive. We've worked relentlessly to make our clients and our communities successful since 1898, because we know safe, essential infrastructure is the foundation of a flourishing society.

Burns & McDonnell specializes in helping clients get water and wastewater projects from concept to completion quickly and efficiently. We are more than designers: we're a capital project delivery firm. Our approach to design-build delivers complex projects that emphasizes quality operations, effective financial management and faster implementation. Because we both design and construct critical water infrastructure, we understand how to design and construct a project that will take your community into the next century.

10,000+

EMPLOYEE-OWNERS WITH MORE THAN
3,700 PERSONNEL IN KANSAS CITY

#6 DESIGN-BUILD FIRM

NATIONALLY-RANKED BY ENR 2023

#7 DESIGN FIRM

NATIONALLY-RANKED BY ENR 2023

#7 WATER TREATMENT

NATIONALLY-RANKED BY ENR 2023

#15 WATER SUPPLY

NATIONALLY-RANKED BY ENR 2023



CAS Constructors was founded by Charles A. Stryker in 1985, beginning the company's legacy of efficiency, reliability, safety and quality in water and wastewater construction. Since that time, CAS Constructors has successfully completed over 400 water and wastewater treatment projects for a wide variety of clients throughout the Midwest.

In 2012, CAS Constructors was acquired by Alberici Corporation, a leading builder of water treatment plants in North America. The acquisition has provided CAS Constructors with additional resources allowing us to better serve our clients. Today, we continue to build on our reputation and tradition for success that our clients demand in a construction partner.

400+

WATER AND WASTEWATER
CONSTRUCTION PROJECTS

#39 LARGEST CONTRACTOR

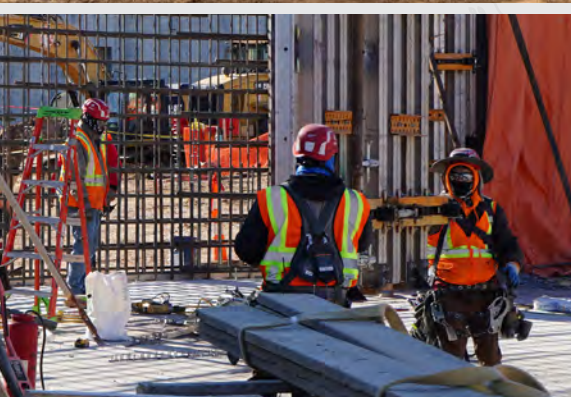
NATIONALLY-RANKED BY ENR 2023 (Alberici)

#2 MIDWEST CONTRACTOR

RANKED BY ENR MIDWEST 2023 (Alberici)

29 YEARS

SINCE LAST LOST-TIME INCIDENT



A WELL-RESPECTED JOINT VENTURE TEAM

\$768+ MILLION

PROJECTS DELIVERED TOGETHER AS
A JOINT VENTURE FOR WATER AND
WASTEWATER CLIENTS

37 DESIGN-BUILD

PROJECTS DELIVERED FOR WATER AND
WASTEWATER CLIENTS, ALL WITH:

ZERO
COST OVERRUNS

ZERO
SCHEDULE OVERRUNS

ZERO
CONTRACTOR-INITIATED
CHANGE ORDERS

CLIENT SATISFACTION
MORE THAN 95% OF OUR BUSINESS
COMES FROM REPEAT CLIENTS, A
TESTAMENT TO THE SUCCESS OF OUR
PROJECT DELIVERY METHODS.

PROJECT APPROACH & METHODOLOGY

We understand the necessary elements required to move this essential project forward including conceptual design, development of an environmental impact statement, the lengthy USACE permitting and land acquisition processes, and constructing in marine environments. Our goal will be to find opportunities to advance the schedule, expediting elements that we can control such as early purchase of materials and equipment once the project clears regulatory approval.

The approach to delivering your Hillsdale Intake Project will be broken up into three distinct phases:

- **Phase I:** Stakeholder engagement, alternatives evaluation and formalization of permitting requirements.
- **Phase II:** Conceptual design, permitting and development of lump sum design-build proposal.
- **Phase III:** Detailed design and construction

PHASE I

STAKEHOLDER ENGAGEMENT

From the very onset of your intake structure project, a strong stakeholder engagement program will be necessary to streamline critical permitting and design efforts. Key stakeholders will include the USACE, Kansas Department of Health & Environment (KDHE), US Fish and Wildlife Service (USFWS), Kansas Department of Parks & Wildlife (KDWP), Miami County Commission, Miami County Conservation District, Hillsdale Watershed Coalition and the Kansas Water Office.

Each of these entities will have a role in the project, whether that be as a purely informational partner or as a permit approver. The Burns & McDonnell / CAS Joint Venture team will facilitate individual stakeholder meetings to define each stakeholder's specific role, needs and goals during conceptual design, permitting, final design and construction..

SURVEY

The most recent bathymetric survey of Hillsdale Reservoir was performed in 2010 by the Kansas Biological Survey. Overall, sedimentation within the reservoir is not significant; however, an updated bathymetric survey in the area adjacent to the proposed intake will need to be performed to determine any changes to the bottom of the lake and the profile of the bank. This, in turn, will provide valuable information related to intake design and long-term operations and maintenance.



ALTERNATIVES EVALUATION

With survey efforts complete, we will perform an alternatives evaluation to evaluate:

- Intake siting (north or south of the existing intake)
- Intake type (submerged intake with bullet screens or screened laterals)
- Pumping systems (vertical turbine or submersible)
- Discharge piping alignment

Stakeholder engagement during the alternative evaluation phase will be critical to the overall success of the project. Time spent in this effort will streamline permitting efforts and easement acquisition.

We will help the City set the capital budget of the project during this phase. Evaluation criteria will include capital cost, operations and maintenance, constructability and impacts on water quality.

PERMIT IDENTIFICATION

Burns & McDonnell's in-house permitting staff is well versed with the requirements for permitting intake projects. Coordination will take place with all stakeholders (predominantly KDWP, USFWS and the USACE) to obtain comments from agencies as well as an anticipated permit list, activities required for each permit and anticipated time to obtain each permit.

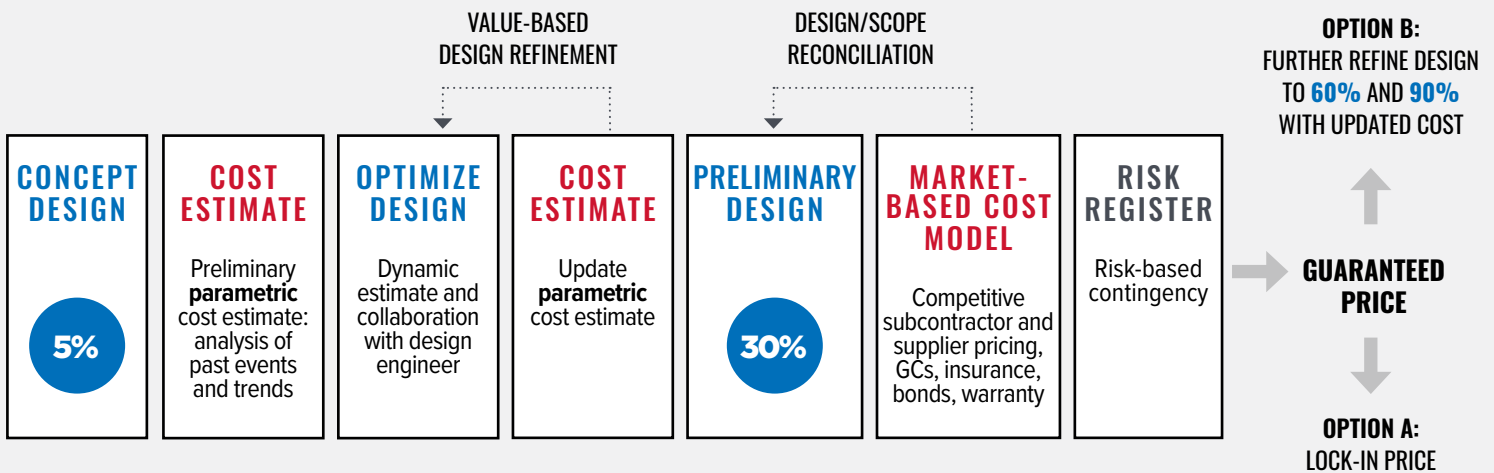
PHASE II

CONCEPTUAL DESIGN & PERMITTING

The permitting cycle will be performed parallel to the conceptual design effort as necessary to expedite delivery. A Section 408 Civil Works package must be reviewed by the USACE prior to easement acquisition required for siting and construction of the new intake.

During conceptual design, our team will review the current bathymetric survey and compare it to previous surveys to evaluate sedimentation over time; this allows for prediction of future sedimentation. The intake location will be evaluated for lake geomorphology and water surface elevation data, which will allow informed decisions on proposed intake elevations.

DEVELOPING A COMPREHENSIVE GUARANTEED PRICE PROPOSAL PACKAGE



THE CITY WILL BE A CRITICAL TEAM MEMBER IN REVIEWING SUBCONTRACTOR AND SUPPLIER PRICING AND CHOOSING THE BEST VALUE.

The City has reported a history of zebra mussels in Hillsdale Lake and has implemented mitigation measures within the existing intake; conceptual design will include alternatives for addressing zebra mussels.

PRELIMINARY DESIGN AND DEVELOPING AN AT-RISK PRICE PROPOSAL

Recommendations developed in the previous stages will be converted into a preliminary set of drawings, specifications and work description. Design documents will be developed to a level that will achieve permit approval, easement acquisition and a lump sum construction price proposal can be submitted to the City. Documents will include one-line diagrams, site layouts, structure plans and sections and major equipment schedules.

Our team will host several collaborative workshops with City staff and key stakeholders to discuss each key design component in depth and to confirm our approach meets your expectations. These meetings are intended to review major decisions involving layout preferences, construction sequencing and maintenance of operations, short- and long-term O&M considerations and life-cycle costs, with the goal of ultimately reaching a group consensus on issues before moving forward with critical design components. This is also an opportunity for our in-house estimating team and our key subcontractors and vendors to participate in reviews and value-engineering.

As the design advances, our construction estimating team will shift from parametric (analysis of past events) estimating to developing a market-informed cost model. The cost model will reflect open-book pricing for all self-performed work along

with competitively solicited pricing from local subcontractors and suppliers. As the cost model is advanced, the design and construction team will continuously work to reconcile and improve scope, schedule and pricing. Risk-based contingency is added to the cost model along with schedule-derived general conditions cost, insurance bonds, warranty cost and overheads and profit margin to define the price. Our price, supplemented by the engineering design, the project schedule, contract terms and final risk allocation, will result in delivery of a comprehensive guaranteed price proposal package.

Our team’s estimating process for the project will use local labor rates, local productivity and local costs as the basis for developing the guaranteed price. We will also employ our knowledge of the project to identify risks and contingency. The concept of risk-based estimating and development of contingency is not complicated. Our approach (using industry standard tools and collaboration) results in lower contingencies and more thoughtful strategies for identifying and managing risks and opportunities.

PHASE III

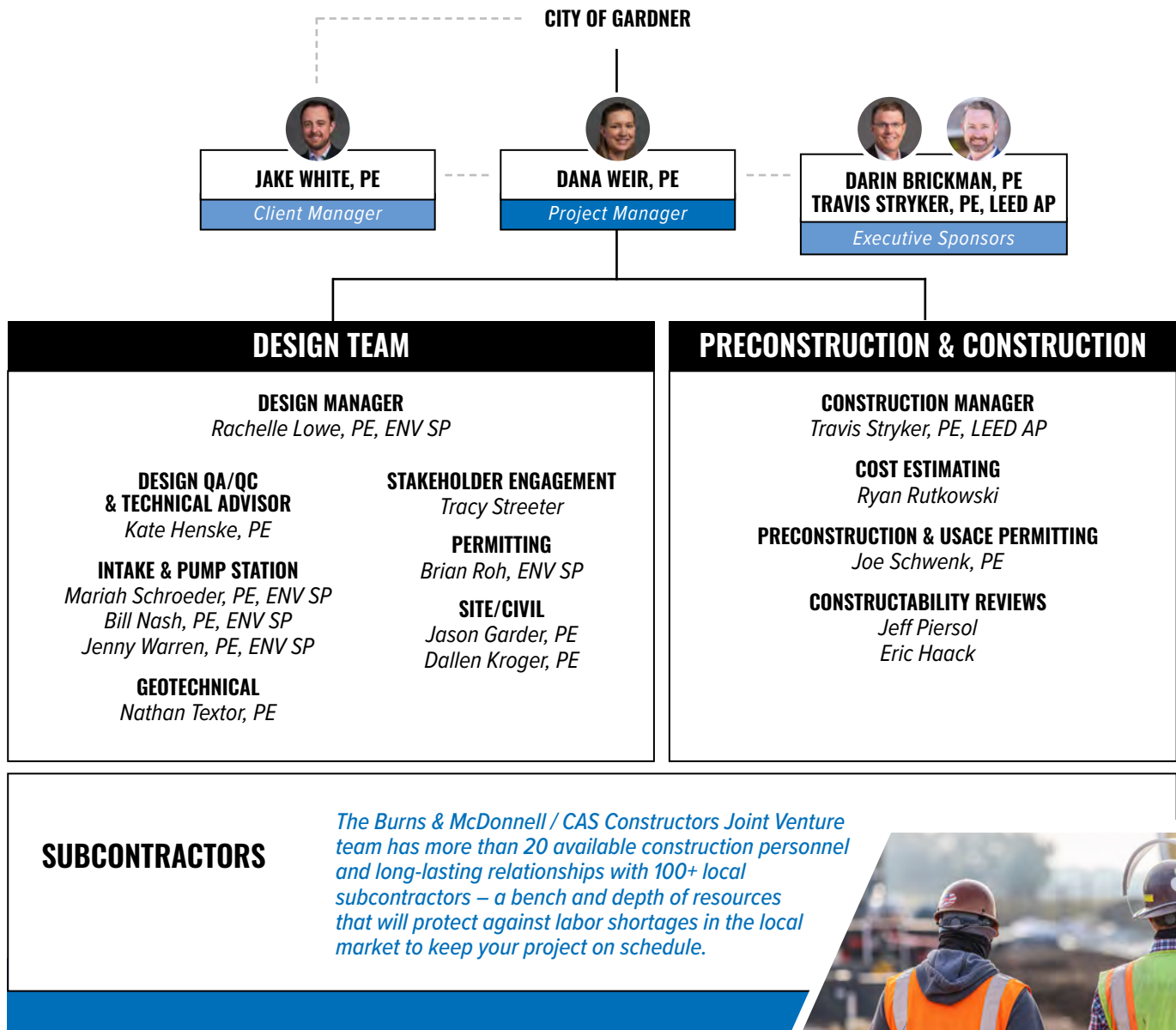
DETAILED DESIGN & CONSTRUCTION

With preliminary drawings and specifications developed, major equipment and subcontractors selected and the lump sum price proposal accepted by the City, the Burns & McDonnell / CAS Constructors Joint Venture team will mobilize to deliver your intake project. Permitting activities will continue, design documents will be finalized and construction activities will commence.

KEY PERSONNEL

ORGANIZATIONAL CHART

The City will work with the same leadership who delivered your Hillsdale WTP, including Project Manager Dana Weir and Construction Manager Travis Stryker. We understand how your WTP was built and the constraints of your current intake. As a joint venture, we've navigated the contracting process with the City and the permitting process with Miami County and the USACE. We are ready to move on **Day One**.



KEY PERSONNEL BIOGRAPHIES



DANA WEIR, PE
PROJECT MANAGER

Dana will serve as your Design-Build Project Manager and will be involved through every phase of the project. From providing initial insight into equipment selection to startup and commissioning, she will be responsible for coordinating all design activities, collaborating with City staff and overseeing design through construction. Dana is excited to continue growing her relationship with the City of Gardner, having led your Hillsdale WTP expansion design-build.

Dana is one of Burns & McDonnell's premier project managers with experience in treatment plant design, facility layouts and planning, chemical feed systems, master planning, hydraulic modeling and construction management. Dana has had the opportunity to work with CAS on more than a half dozen design-build projects for municipalities in Kansas.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Project Manager
- **South WTP and Well Field Design-Build** | Salina, KS | Project Manager
- **New WTP Design-Build** | Bonner Springs, KS | Project Manager
- **UV Disinfection System Design-Build** | Harrisonville, MO | Project Manager
- **Lift Station No. 2 Design-Build** | Bonner Springs, KS | Project Manager

ABOUT

- Location | Kansas City, MO
- Experience | 15 years
- Education | MS, Engineering, 2012; BS, Civil Engineering, 2007
- License/Registration | Professional Engineer (KS, MO, AR)



JAKE WHITE, PE
CLIENT MANAGER

With a focus on the City's overall satisfaction, Jake will leverage his experience with the City and almost two decades of experience to identify and allocate key personnel and staffing resources for the design of your intake structure. He has already begun developing a project management plan and - as your advocate - will attend council meetings and maintain consistency between you and your stakeholders including elected officials, City staff and regulators.

As Business Development Manager, Jake leverages his experience to identify key personnel for each unique project, allocate staffing resources, develop client and project management plans and maintain consistency between the team and the owner. Jake has hands-on experience with operating facilities, providing technical design support and on-site construction administration.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Technical Advisor & Client Manager
- **WTP Upgrades Design-Build** | Siloam Springs, AR | Project Manager & Client Coordinator
- **New WTP Design-Build** | Bonner Springs, KS | Technical Advisor & Client Manager
- **Water Supply Development** | Clinton, OK | Project Manager
- **WTP Upgrade** | Claremore, OK | Client Manager
- **WTP Consolidation** | Tishomingo, OK | Client Manager
- **Strategic Plan for Reuse of Wastewater Effluent** | Garden City, KS | Client Manager

ABOUT

- Location | Kansas City, MO
- Experience | 20 years
- Education | BS, Mechanical Engineering, 2003
- License/Registration | Professional Engineer (TX)



RACHELLE LOWE, PE, ENV SP
DESIGN MANAGER

Rachelle is a project manager with experience in planning, design, bidding and construction phase services with a focus on water treatment, sanitary sewer and stormwater systems. She is technically proficient in hydrologic and hydraulic design and has led or supported teams in delivery of multiple surface water and raw water intake improvement projects.

Rachelle brings experience in planning and design for both small and large municipal clients. She will act as an extension of your staff and provide strong leadership of the team to meet your expectations. Rachelle works with clients to identify and evaluate alternatives and cost-effective options that meet project needs.

RELEVANT EXPERIENCE

- **WTP Intake Study** | Perryville, MO | Project Engineer
- **Aquifer Storage and Recovery Design-Build Project** | Wichita, KS | Civil Designer
- **Raw Water Intake System Improvements** | Kansas Department of Wildlife, Parks and Tourism | Lead Engineer
- **Meadows WTP Intake Remediation Study & Improvements** | Branson, MO | Lead Hydraulic Engineer
- **Lake Taneycomo Surface Water Intake** | Branson, MO | Design Engineer
- **Lake Fort Smith WTP** | Fort Smith, AR | Project Engineer
- **Kaw WTP 36-Inch Transmission Main** | Lawrence, KS | Project Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 18 years
- Education | BS, Civil Engineering, 2005
- License/Registration | Professional Engineer (MO); Envision Sustainability Professional



TRAVIS STRYKER, PE, LEED AP
CONSTRUCTION MANAGER

Travis will work directly with Dana to integrate construction viewpoints and constructability considerations into design. Travis and Dana have worked together many times before including several design-build projects in Kansas. They will foster a seamless flow of information as a joint venture team. Travis will work with the entire project team to source equipment as the project moves into construction with a focus on performance, time and costs.

Travis specializes in delivery of design-build projects exclusively in the water and wastewater market. Many of the projects he leads are at existing operational facilities, which requires careful coordination between the DB team and plant operations to maintain service and prevent unpermitted discharges.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Construction Joint Venture Manager
- **South WTP and Well Field Design-Build** | Salina, KS | Construction Manager
- **New WTP Design-Build** | Bonner Springs, KS | Construction Manager
- **UV Disinfection System Design-Build** | Harrisonville, MO | Preconstruction Manager
- **Kaw Point Biosolids and RNG Design-Build** | Unified Government of Wyandotte Co. & Kansas City, KS | Construction Manager

ABOUT

- Location | Topeka, KS
- Experience | 19 years
- Education | MS, Structural Engineering, 2004; BS, Architectural Engineering, 2004
- License/Registration | Professional Engineer (KS, MO, NE); Licensed Johnson County General Contractor



KATE HENSKE, PE

DESIGN QA/QC & TECHNICAL ADVISOR

As a senior technical manager, Kate has managed a variety of water pipeline projects and tasks across the country including raw water intakes and pump stations. She will provide technical guidance for our design team.

Kate's water system experience includes design of major water distribution facilities including pipelines from 6-inches through 54-inches in diameter, pressure reducing valves, control valves, air release valves and master water meters; design of booster and well pump stations; site grading and piping for water storage tanks; and master planning, water alignments, and facility studies for residential and commercial areas including storage tank sizing.

RELEVANT EXPERIENCE

- **Cooley Reservoir Raw Water Pipeline and Pump Station** | Thornton, CO | Project Manager
- **WTP Replacement** | Thornton, CO | Project Manager
- **WTP Expansion** | Broomfield, CO | Pipeline Engineer
- **WWTP Pond Water Quality Improvements** | Longmont, CO, | Project Manager
- **West End WTP Design** | Billings, MT | Project Advisor
- **Roxbury Pump Station Rechlorination Project** | Colorado Springs, CO | QA/QC Manager
- **Water Supply Development** | Clinton, OK | QA/QC Manager
- **Plum Creek Water Purification Facility CMAR** | Castle Rock, CO | Pipeline QA/QC

ABOUT

- Location | Denver, CO
- Experience | 34 years
- Education | BS, Civil & Environmental Engineering, 1988
- License/Registration | Professional Engineer (CA, CO, TX)



TRACY STREETER

STAKEHOLDER ENGAGEMENT

With over 35 years of experience in the consulting industry, Tracy brings a wealth of knowledge and expertise to the Burns & McDonnell team. He serves as a liaison to state and federal agencies on regulatory matters and project delivery. Tracy also has a history with the Hillsdale Area Water Cooperative. He will facilitate discussions between the City and regulators on permit issues and general project coordination.

Prior to joining Burns & McDonnell, Tracy served as Director of the Kansas Water Office for over 14 years where his primary responsibility was aiding in the development and implementation of the Kansas Water Plan. He has also collaborated on various water projects throughout the State of Kansas and understands the water industry. In addition, Tracy has served on the board of directors for the Western States Water Council, Missouri River Association of State and Tribes and the National Association of State Conservation Agencies. He also chaired the Governor's Drought Response Team and the state's Geographic Information Systems Policy Board.

RELEVANT EXPERIENCE

- **Northwest Water Facility** | Wichita, KS | Regulatory Compliance Support
- **R9 Water Ranch Development** | Hays, KS | Regulatory Compliance Support
- **Water Reuse and Treatment for Cooling Water and Boiler Water Feed Systems** | McPherson BPU, KS | Finance & Funding Support & Expert Witness
- **New WTP Design-Build** | Bonner Springs, KS | SRF Funding Coordinator

ABOUT

- Location | Kansas City, MO
- Experience | 37 years
- Education | MS, Public Administration, 1993; BS, Agriculture Economics, 1985; Arts, 1982



MARIAH SCHROEDER, PE
INTAKE & PUMP STATION

Mariah has led process design for surface water intake projects and has also supported process design efforts for Burns & McDonnell / Alberici / CAS Constructor joint venture projects. She is well accustomed to collaborating with multiple design firms, contractors and vendors to resolve RFIs, supply chain challenges and schedule setbacks.

Mariah is a process engineer with experience in municipal wastewater and drinking water treatment design, distribution system modeling and water/wastewater pumping system design. She also has followed multiple projects through bid, construction and commissioning phases, most often in collaborative delivery projects.

RELEVANT EXPERIENCE

- **New Surface Water Intake** | Blair, NE | Process Engineer
- **New Northwest Water Facility** | Wichita, KS | Field Engineer
- **South WTP and Well Field Design-Build** | Salina, KS | Project Engineer
- **Water Supply and WTP Evaluations and Improvements** | North Kansas City, MO | Process Engineer
- **Lamar Pump Station Improvements** | Water District No. 1 of Johnson County, KS | Project Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 7 years
- Education | MS, Civil Engineering, 2016; BS, Civil Engineering, 2015
- License/Registration | Professional Engineer (KS, NE)



BILL NASH, PE, ENV SP
INTAKE & PUMP STATION

Bill has led design efforts for multiple intake structures and pump stations, including design-build projects led by Burns & McDonnell / CAS Constructors Joint Venture. He focuses on modifications to pump intake structures that confirm optimum flow characteristics for pump suction.

Bill provides services including intake and pump station evaluation studies, design and project management. He spends time in the field, from study through construction, to understand operators' challenges and pain points. Bill implements their feedback into design recommendations and makes sure intakes and pump stations will function in ways that reduce manual steps or maintenance.

RELEVANT EXPERIENCE

- **Aquifer Storage and Recovery Project** | Wichita, KS | Project Engineer
- **Lake Taneycomo Surface Water Intake** | Branson, MO | QA/QC Reviewer
- **North Street Pump Station** | Marshall, MO | Design Lead
- **Lift Station Replacement** | Olathe, KS | Project Manager
- **Faraon Street Pump Station** | St. Joseph, MO | Project Mgr.

ABOUT

- Location | Kansas City, MO
- Experience | 35 years
- Education | BS, Mechanical Engineering, 1988
- License/Registration | Professional Engineer (KS, MO); Envision Sustainability Professional



JENNY WARREN, PE, ENV SP

INTAKE & PUMP STATION

Jenny has developed detailed design for new surface water intakes. She performs pump analysis and selection, chemical feed routing, hydraulic analysis and project coordination, including project management during the bid phase and continued to support during construction.

Jenny is a professional engineer with experience in municipal water and wastewater treatment plant design. She has worked in areas of process optimization and design, facility planning and asset management. Her experience includes projects involving aeration, chlorine disinfection, surface water intake, membrane softening, greensand filtration, fermentation for EBPR, GAC adsorption, IFAS, nutrient recovery, UV disinfection, grit removal, screening, pumping and aerobic granular sludge.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Design Support
- **New Surface Water Intake** | Blair, NE | Process Engineer
- **New WTP Design-Build** | Bonner Springs, KS | Process Design
- **Northwest Water Facility** | Wichita, KS | Design Support
- **Nall Pump Station Improvements and Underground Reservoir Expansion** | Water District No. 1 of Johnson County, KS | Design Support
- **South WTP and Well Field Design-Build** | Salina, KS | Process Engineer
- **WTP Expansion** | Monroe, LA | Process Engineer and Assistant Project Manager

ABOUT

- Location | Kansas City, MO
- Experience | 4 years
- Education | MS, Environmental Engineering, 2019; BS, Civil Engineering, 2017
- License/Registration | Professional Engineer (KS, MO); Envision Sustainability Professional



BRIAN ROH, ENV SP

PERMITTING

For your Hillsdale WTP, Brian coordinated with the USACE to obtain authorization for the new raw water transmission line along existing easements across USACE land. Additionally, Brian coordinated with the Kansas Department of Wildlife, Parks and Tourism to avoid impacts to critical habitat for the state-listed broadhead skink that was adjacent to the project. His efforts avoided the need to obtain a State Action Permit for the project. Brian will continue on as Permitting Lead for the intake structure project at your WTP.

Brian has 27 years of experience as a T&ES specialist, wetland scientist and aquatic ecologist. Brian also has extensive experience with environmental studies and permitting projects. Information that he has gathered during surveys and determinations has been critical in the planning and permitting stages of various water and wastewater improvement and or new build projects. Brian has supported many of our water and wastewater infrastructure projects including:

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Environmental Permitting Lead
- **New WTP Design-Build** | Bonner Springs, KS | Permitting
- **WTP Upgrades Design-Build** | Siloam Springs, AR | Environmental Permitting Lead
- **Northwest Water Facility** | Wichita, KS | Permitting
- **Kaw WTP Transmission Main Water Pipeline Project** | Lawrence, KS | T&ES Specialist & Wetlands Scientist
- **Water Reservoir and Pump Station** | North Lake Havasu, AZ | Permitting

ABOUT

- Location | Kansas City, MO
- Experience | 27 years
- Education | MS, Ecology, 1995; BS, Biology, 1991
- License/Registration | Envision Sustainability Professional



JASON GARDER, PE
SITE/CIVIL

As Site/Civil Engineer, Jason assisted with the renovation and expansion of your Hillsdale WTP. His responsibilities included civil/site, yard piping and raw water pipeline design. Jason has project experience incorporating regional green infrastructure systems to meet regulatory and water quality objectives, regulatory dam permitting and asset inspection and design within active waterways, lakes and reservoirs.

Jason has led stormwater, conveyance, collection system, plant site and green infrastructure design projects. He has served as the lead civil/site engineer for site and yard piping design for WTP, WWTP, pump station and industrial water projects.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Civil Engineer
- **Water Supply Development** | Clinton, OK | Civil Engineer
- **Vogtle River Water Intake Structure** | Burke Co., GA | Lead Site/Civil Engineer
- **WTP Upgrades Design-Build** | Siloam Springs, AR | Civil
- **New WTP Design-Build** | Bonner Springs, KS | Mechanical Site/Civil Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 11 years
- Education | MS, Civil, Construction & Environmental Engineering, 2012; BS, Civil Engineering, 2011
- License/Registration | Professional Engineer (AR, KS, MO, OK, PA, TX)



DALLEN KROGER, PE
INTAKE SCREENING

Dallen supports environmental compliance projects including 316(b) evaluations and raw water intake pump house and the pipeline routing. His experience includes intake modifications such as the addition of modified traveling screens, dual-flow traveling screens, offshore intakes, barrier nets and cylindrical wedgewire screens.

Dallen is a senior civil engineer with experience in civil design and construction oversight of power- and water-related projects involving grading, drainage, underground utilities, pond closure and 316(b) regulations.

RELEVANT EXPERIENCE

- **Nearman Creek 316(b) Compliance Intake Feasibility Studies** | Kansas City BPU, KS | Civil Engineer
- **Wildcat Point Generation Facility Raw Water Supply** | Old Dominion Electric, PA | Civil Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 15 years
- Education | MS, Civil Engineering, 2019; BS, Civil Engineering, 2008
- License/Registration | Professional Engineer (IA, KY, MN, OH, PA, WI)



NATHAN TEXTOR, PE
GEOTECHNICAL

Nathan has experience with geotechnical investigations and construction observation including drilled shafts, driven piles, augercast piles, micropiles, pile load tests and earthwork. Design experience includes deep foundations, shallow foundations, settlement/consolidation, liquefaction, site specific analysis, retaining walls, sheeting/shoring, slope stability and underseepage.

Nathan has performed design activities and field activities for a number of projects within the water, energy, transmission and distribution and environmental fields.

RELEVANT EXPERIENCE

- **New Surface Water Intake** | Blair, NE | Geotechnical Engineer
- **Aquifer Storage and Recovery Design-Build** | Wichita, KS | Geotechnical Engineer

ABOUT

- Location | Kansas City, MO | Experience | 15 years
- Education | BS, Civil Engineering, 2007; MS, Civil Engineering, 2007 | License/Registration | Professional Engineer (IA, KS, KY, MO, OH, PA, VA)



RYAN RUTKOWSKI
COST ESTIMATING

Ryan has more than a decade of experience of estimating progressive design-build projects in the water and wastewater market. He will work directly with Dana, Travis and the design-build team throughout the estimating stage to acquire subcontractor and supplier quotes. He will collect and analyze data to assess time, money, materials and labor required to construct the intake structure.

Ryan has worked on several regionally significant projects in Kansas and Missouri. He understands what is needed to build a scope and provide price certainty on a project, even when drawings are sometimes only 10-30% complete. Ryan’s career-long dedication to the preconstruction phase of design-build water and wastewater treatment projects will provide the City early, dependable cost certainty throughout the project’s lifecycle.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Cost Estimator
- **New WTP Design-Build** | Bonner Springs, KS | Senior Cost Estimator
- **Intermediate Pump Station** | Hutchinson, KS | Senior Cost Estimator
- **South WTP and Well Field Design-Build** | Salina, KS | Cost Estimator
- **UV Disinfect System Design-Build** | Harrisonville, MO | Cost Estimator

ABOUT

- Location | Topeka, KS
- Experience | 12 years
- Education | BS, Construction Science & Management, 2010



JEFF PIERSOL
CONSTRUCTABILITY REVIEW

Over Jeff’s career, more than 50% of his construction projects have been at operational treatment plants. The City can rest assured maintaining operations at the existing plant throughout construction will stay at the forefront of everything Jeff does related to this intake project.

Jeff has been with CAS Constructors since 1992 and has been serving as Director of Construction for the last two years. Jeff is responsible for the overall management of field resources and equipment. As a former Project Superintendent, his extensive knowledge of the water and wastewater industry and proven leadership skills gives clients confidence that a seasoned construction professional is looking after their best interests.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Superintendent
- **New WTP Design-Build** | Bonner Springs, KS | Construction Project Manager
- **Kill Creek WRRF New Construction** | Gardner, KS | Construction Support
- **Chetolah Creek WRRF Design-Build** | Hays, KS | Superintendent

ABOUT

- Location | Topeka, KS
- Experience | 31 years
- Education | Certified Master Plumber



JOE SCHWENK, PE
PRECONSTRUCTION & USACE
PERMITTING

Prior to joining Alberici, Joe worked as Project Manager in USACE’s Construction Division, where he provided oversight on major navigation projects that included construction of large structural steel and concrete elements, deep foundations, mass excavation, cofferdam construction and tremie placement, slope stability, geotechnical analysis, dredging and scour protection.

As Alberici’s Lead Construction Engineer, Joe is responsible for geotechnical analysis, foundation design, and constructability analysis during the estimate, preconstruction, and construction phases.

RELEVANT EXPERIENCE

- **New Dam Construction: Locks 52 and 53** | *Olmsted, IL* | Construction Engineer
- **Seabrook Floodgate Complex** | *New Orleans, LA* | Construction Engineer
- **LPV-111 Levee Improvement Project** | *New Orleans, LA* | Construction Engineer

ABOUT

- Location | St. Louis, MO
- Experience | 44 years
- Education | BS, Civil Engineering; MS, Geotechnical Engineering
- License/Registration | Professional Engineer (MO)



ERIC HAACK
CONSTRUCTABILITY REVIEW

Eric’s ability to manage complex issues while building a strong, collaborative team environment ensures that USACE can be confident that our help will help advocate for the City of Gardner’s project goals.

Eric has more than 30 years of construction experience and has worked closely with multiple USACE districts on civil works projects. He provides leadership oversight for the project team and Alberici’s marine construction business unit.

RELEVANT EXPERIENCE

- **New Dam Construction: Locks 52 and 53** | *Olmsted, IL* | Construction Engineer
- **Kings Bay Dry Dock Recapitalization Project** | *Naval Submarine Base (NSB) Kings Bay, GA* | Construction Engineer
- **Lock & Dam 25 Dam Gates and Service Bridge Painting & Repair** | *Winfield, MO* | Construction Engineer

ABOUT

- Location | St. Louis, MO | Experience | 30 years
- Education | BS, Civil Engineering
- License/Registration | USACE Construction Quality Management (CQM)

RELEVANT EXPERIENCE & PROJECT DESCRIPTIONS



EXPERIENCE WITH YOUR HILLSDALE WTP & INTAKE

Gardner, KS | June 2021 | \$25 million

RELEVANCY

- » Same joint venture team and project leadership
- » Familiarity with your intake structure needs
- » Advanced understanding of permitting requirements

This \$25 million progressive design-build project included the design and construction of a 2 MGD expansion of the City's existing Hillsdale WTP to a total capacity of 6 MGD. The project includes pump replacement at the intake and associated electrical and chemical feed improvements, new 6 MGD carbon contact facilities, a 3 MGD solids contact clarifier, 3 MGD filter building, transfer and backwash pump station, 1 MG clearwell and new solids storage lagoons.

The Burns & McDonnell / CAS Constructors Joint Venture team (led by Dana Weir) designed the new facilities to account for an ultimate build-out on the site to 12 MGD while providing compatible treatment and hydraulics with the existing facility. The new clearwell and associated high service pumping was built to tie into the existing clearwell and pumping operation. For chemical feed processes, some existing systems were expanded and some were designed as standalone new systems.

Our team designed with constructability at the forefront. Geotechnical investigations showed shallow rock depth at the site and our team was able to reconfigure building layouts to minimize the excavation area below grade, saving the construction team time and saving the City money. We also accommodated for future expansions at the WTP. The site layout was intentionally spaced to provide area for future structures and for large construction equipment. Further, building layouts were planned with future expansions in mind.

AWARD-WINNING PROJECT!

The Gardner Hillsdale WTP Expansion project won the 2023 Kansas State Building Award of Honor in the Design-Build Category from AGC for the City of Gardner's project.





AQUIFER STORAGE, RECOVERY & INTAKE PROJECT

Wichita, KS | February 2017 | \$74 million

Through an integrated joint venture partnership, ABC Partners (**Burns & McDonnell, Alberici Constructors, Inc. and CAS Constructors**) teamed with the City of Wichita and the agricultural community to deliver a design-build facility for Phase II of the City's Aquifer Storage and Recovery (ASR) Program. The **surface WTP and river intake is part of a larger integrated local water supply program**, on which the City of Wichita and Burns & McDonnell have been collaborating for nearly 15 years.

The City of Wichita's Equus Beds ASR project represents an integrated and innovative approach to obtaining a sustainable water supply, by protecting and sustaining an aquifer that provides water for both municipal and agricultural users. The combined use of the aquifer by municipal and agricultural users has caused significant aquifer depletion and an increase in the threat of chloride contamination from abandoned oilfield developments and natural sources of chlorides. The Equus Beds ASR project uses an intermittent water supply, the Little Arkansas River and innovative water treatment technologies to establish and protect a sustainable water supply. As part of the program, the City entered into cooperative partnerships with agricultural producers in the watershed to establish a watershed protection program to enhance and protect the water quality in the river.

The City is now able to capture and recharge up to 35 MGD, and as much as 15,000 acre-feet per day into the aquifer. With a growing population and economy and shrinking water supply, the **ASR program provides a renewable and sustainable water supply for the Citizens of Wichita as well as the local agricultural community for the next 50 years.** The program harvests, treats and recovers floodwater to restore and replenish the depleted Equus Beds Aquifer, one of the City's primary sources of drinking water and a valuable groundwater resource for local agriculture.

The project includes a state-of-the-art WTP that initially treats up to 30 MGD of captured flood water and prepares the recovered

water for recharge of the Equus Beds Aquifer. **The plant, intake and pretreatment were designed and built for easy expansion to 60 MGD.** The heart of the treatment system consists of membrane filtration followed by advanced oxidation for the removal of atrazine and other emerging contaminants. The advanced oxidation process (AOP), application of ozone, followed by hydrogen peroxide, is the largest AOP project in the world and the first to couple membrane filtration with AOP for superior treatment.

The City and ABC Partners **enhanced operability and flexibility and reduced lifecycle cost by relocating the pre-sedimentation processes to the river intake site.** This value engineering concept allowed the team to completely eliminate the solids handling and disposal process which **significantly reduced capital, operations, and maintenance cost.** Additional value engineering concepts, such as the use of pre-stressed concrete tanks and precast tilt up wall panels, further reduced costs and construction time without sacrificing quality or functionality.

As a result, ABC Partners was able to lower the overall projected cost of the facility from an estimated \$104 million to \$74 million, while providing increased operational flexibility and reducing operations and maintenance cost.

RELEVANCY

- » Same joint venture firms
- » Surface WTP and river intake structure
- » Reduced lifecycle costs through value engineering

AWARD-WINNING PROJECT!

- » Assoc. General Contractors of Kansas State Building Award
- » DBIA National Design-Build Award
- » DBIA Mid-America Region Award



MISSOURI RIVER SURFACE WATER INTAKE

Blair, NE | December 2023 (est.) | \$15 million

Burns & McDonnell worked alongside City staff to perform a water source study. The project driver was the possibility of the USACE reducing flow in the Missouri River. If these reductions were made, the existing City intake would be unable to take water from the Missouri River. Burns & McDonnell personnel **analyzed several options** including vertical wells, horizontal collector wells, supplemental pumping from the river into the existing intakes using rail mounted pumps or barge mounted pumps, a screened intake in the river, and a new 20 MGD surface water intake. The City chose to pursue the design of a new surface water intake.

The City then hired Burns & McDonnell to design the new **20 MGD surface water intake immediately upstream of the existing intake**. Burns & McDonnell provided preliminary and final design documents including geotechnical and structural design, hydraulic and pump design, electrical design. The design included connections to existing raw water lines and considered redundancy in the raw water supply. **Permitting review and coordination with the USACE was included as part of the design**. Currently, the Burns & McDonnell team is working with City staff to support construction phase work.

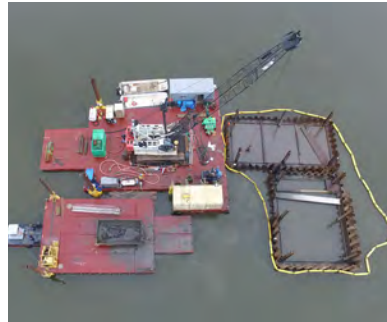
LAKE FORT SMITH DAM & WTP INTAKE

Fort Smith, AR

Burns & McDonnell has provided the City of Fort Smith with a holistic approach to its water infrastructure since the 1980s. From preliminary planning stages through construction and operation, we have partnered with the City on more than 35 projects including environmental assessment and permitting for construction of Lee Creek Reservoir, extensive improvements to the Mountainburg WTP, water distribution system master planning, long-range water supply master planning, design of Lake Fort Smith Dam and Reservoir, expansion of the Lee Creek and Mountainburg WTPs and 40 miles of water transmission main replacements. As a result of these efforts, the City of Fort Smith has water resources in place to provide for all of their needs for the next 50 years.

This project entailed the **design of a single, enlarged dam and impoundment to replace the existing Lake Fort Smith and Lake Shepherd Springs Reservoirs at the site**. The reservoir impounds approximately 84,000 acre feet of conservation storage. The dam is constructed as a zoned earth and rockfill structure. The project includes construction of a new spillway system, a new intake tower and outlet works.

The intake structure has **inlet gates at three different elevations within to allow operations to select the desired gate elevation to optimize water quality**, particularly during lake turnover events. The structure also has sodium permanganate feed facilities.



WILDCAT POINT GENERATION FACILITY RAW WATER SUPPLY & INTAKE DESIGN-BUILD

Peach Bottom, PA | January 2017 | \$48 million

Burns & McDonnell provided engineering, procurement and construction services to Old Dominion Electric Cooperative for the Wildcat Point Generation Facility Raw (WPGF) Water Supply Project. The project consisted of an approximate five mile pipeline corridor from the Susquehanna River near Peach Bottom, PA to the WPGF located near Rising Sun, MD. The pipeline corridor involved performing a route study, obtaining right of way agreements and wetland permitting the project with the local municipalities and state agencies.

The pump house site was situated on a steep existing slope that involved heavy excavation and rock blasting. With the large amount of excavation, slope stabilization was necessary as well as a block retaining wall parallel an adjacent railroad track. Once wet well excavation was complete, a **60-inch diameter steel casing was installed approximately 830 feet out into the river utilizing microtunneling construction methods.** The microtunnel crossed an active railroad track. The casing housed several pipelines including two intake lines from **six wedge wire cylindrical screens installed on foundations placed in the river.** The remaining pipeline consisted of six air lines for air bursting of the screens, sodium hypochlorite injection lines and a waste water return line from the generation facility back to the river.

During all phases of the project, the small site and access forced the team to be creative. **The postage-size work site mandated some phased work scopes just to maintain personnel access to the work.** Temporary construction access was gained from the top of the hill along the pipeline corridor. This route was one lane and had a grade of 12% in most locations. The access made deliveries and construction a challenge. Permanent access to the facility was gained with a bridge spanning an adjacent creek, after crossing the railroad tracks that paralleled the site on the east.

During critical portions of the project crews worked around the clock to maintain schedule (e.g. microtunneling 2 – 12 hours shifts, 7 days a week, etc.). The NPDES stormwater permit had to go through several agency reviews including the Commonwealth of Pennsylvania, Lancaster County, and Fulton Township. The in water river work was also reviewed by the Army Corps of Engineers and the Susquehanna River Basin Commission. Access agreements needed to be obtained with railroad as well as an agreement with the railroad to cross the tracks with casing pipe.

The project team faced these challenges head on and were able to complete the project safely (zero OSHA recordable incidents) and within the **accelerated schedule constraints.** Completing the pump house and pipeline project before the 2-on-1 combined cycle generation facility startup needed large water volumes was crucial to help our client meet their responsibilities on the other project.

RELEVANCY

- » Construction design-build
- » Several reviews with NPDES and USACE permitting agencies
- » Phased work scopes to maintain personnel access to the work



COOLEY RESERVOIR RAW WATER INTAKE & PUMP STATION

Thornton, CO | August 2012 | \$13.1 million

Burns & McDonnell provided planning, design, routing studies, alignment evaluation and selection, easement acquisition, public relations, material evaluations, permitting, construction management, and inspection services for 13,760 LF of 36-inch raw waterline, 11,690 LF of 42-inch potable waterline and a raw water 30-MGD pump station, which transfers raw water to the City's storage ponds and irrigation water to the nearby sports fields.

The project was constructed through three separate contracts. Contract 1 constructed the intake substructure with three intake sluice gates at the Cooley Reservoir so the City could coordinate construction with another project, while Contract 2 constructed the above-ground portion of the pump station building and all pumping equipment.

Design elements included site evaluation/selection, pump station design, and all associated infrastructure such as piping, controls, electrical, communication and mechanical. Several alignments were also evaluated for the pipeline which required coordination with Adams County through their 1041/IGA process.

The pump station also has an irrigation pump that can transfer water through 3,200 LF of 8-inch potable waterline designed and installed with this project, which allows the City to use potable or raw water to irrigate the park and associated sports fields.

Contract 3 constructed the waterlines within street rights-of-way, City property, and Adams County Open Space areas. It included 11,690 LF of 42-inch potable waterline and 13,760 LF of 36-inch raw waterline which discharges into the East Gravel Lakes Reservoir at the Wes Brown WTP through a dissipation structure. Connections to the existing system allow the City to transfer water from the Wes Brown area to the Cooley Reservoir, providing significant flexibility with the City's raw water storage system.

RELEVANCY

- » Three intake sluice gates at Cooley Reservoir
- » Reservoir only had to be drained once
- » Potable water or raw water to irrigate nearby park and sports fields



CHAMBERS RESERVOIR RAW WATER INTAKE & PUMP STATION

Parker, CO | December 2014

Arapahoe County Water and Wastewater Authority (ACWWA) faced a challenging issue of how to supply increasing amounts of non-potable irrigation water from a limited groundwater source. To mitigate the peak flows required by the irrigation season, ACWWA constructed the 85-foot deep Chambers Reservoir. ACWWA's concept was that the reservoir could receive well flows all year long and act as a storage location for peak summer demands.

Burns & McDonnell took this concept and made it a reality. We provided facility planning, preliminary design, process and ancillary equipment design, contract document preparation, outside agency coordination and general contractor selection assistance for the Chambers Reservoir Pump Station. The team faced a variety of challenges including how to get well water into the reservoir, out of the reservoir and how to improve the water quality. We also resolved how to boost pressure in the irrigation distribution system at any reservoir depth.

The reservoir holds low quality well water that is used for irrigation. Well water is pumped to the reservoir primarily during the winter months. A pressure sustaining valve is used to discharge well water into a rundown channel that oxygenates the water, oxidizing the iron within the well water. When there are irrigation demands, the pump station feeds the pressurized irrigation distribution system at rates beyond the capacity of the well pumps.

The Chambers Pump Station is located on the embankment of a 1,400 acre feet storage reservoir. **The storage reservoir is approximately 85 feet deep, which creates challenging hydraulics.** The selected solution includes **three screened intakes from the reservoir, into the vertical-turbine pump station.** Two of the intakes use submersible pumps while the upper intake provides a gravity discharge to the trench style vertical turbine wet well. The pump station includes pump design capacity of up to 7,000 gpm

per discharge zone plus the ability to discharge to a gravity drain system. Self-cleaning strainers and a chemical feed system are used in conjunction with the vertical turbine pumps to feed the non-potable irrigation distribution system. A super-oxygenation system to improve water quality within the reservoir was also constructed.

Burns & McDonnell provided an efficient and sustainable solution to the reservoir supply and pumping system. The run-down channel provides oxygenation to improve water quality and the pumping system provides great flexibility in operation. The final design also **saved ACWWA capital and operational cost by selecting equipment that can be readily maintained.**

This project was an important step for ACWWA in reducing the use of high-quality drinking water for irrigation purposes. It also solved their issue around peak-flow demand during the irrigation season.

RELEVANCY

- » 1,400 acre storage reservoir
- » Challenging hydraulics
- » Three screened intakes into vertical-turbine pump station
- » Saved capital and operational cost by selecting equipment that can be readily maintained

NEAL NORTH POWER STATION COOLING WATER INTAKE

Salix, IA | MidAmerican Energy

Degradation of the Missouri River channel had caused reduced river stage elevations in front of the plant cooling water intake structures. The existing configuration of the existing intake structures and pumping systems did not provide reliable cooling water supply for the three Neal North Units during low river flow conditions. The units were derated and/or taken offline during periods of extreme low river flows due to pump cavitation problems associated with low water levels in the intakes.

Burns & McDonnell conducted a cooling water supply study to **identify and evaluate alternatives to improve the operational reliability of the Neal North cooling water supply system during low river flow conditions.** Effects of current and projected future river degradation were considered in the identification and evaluation of viable alternatives. Phase II of the study provided a more detailed evaluation of selected alternatives from Phase I of the study.

Extensive modeling of the river channel was conducted as part of the study using the USACE's HECRAS hydraulic model. Hydraulic modeling was used to establish current and future critical river flows in which the cooling water system is likely to experience problems. The probable occurrence of critical low river flow events was determined based on historical drought flow frequency data. Also reviewed were potential impacts of planned modifications to the USACE's Water Control Master Manual on river conditions at the Neal North plant. Potential alternatives considered included:

- Constructing a new intake
- Modifying the existing intakes
- Stabilizing the river channel
- Installing supplementary pumping systems for use during lower river flow periods
- Installing alternative cooling water systems such as cooling towers or dry condensers
- Constructing a cooling lake or raw water storage pond

CHENEY RESERVOIR ZEBRA MUSSEL CONTROL & INTAKE PROJECT

Wichita, KS | December 2013 | \$1.4 million

Zebra mussels and veligers had become an operational issue at the Cheney Reservoir facilities over time. Control measures were installed to assure normal operation of the intake, raw waterline, 80 MGD strainers and pumps and the ozone facility.

A copper ion solution is fed at the bottom of the intake. This kills zebra and quagga mussels and veligers. As copper is toxic to the aquatic environment, all water exposed to copper must be recycled; therefore, the current system of discharging all backwash, cooling and washdown water was modified.

The **Burns & McDonnell / CAS Constructors Joint Venture** team designed and built new facilities including:

- Two copper ion feed units in the abandoned chlorine room
- One 2,200 gpm John Meunier shaftless spiral fine screen with 1/8-inch openings to screen strainer backwash water. Solids are conveyed vertically, dewatered and disposed of through a closed low odor bag system. The screen was installed inside the existing 80,000 gallon PAC tank with access to the screen, shaftless flights and collection system through a pre-fabricated building set over the PAC tank.
- The PAC tank serves as an equalization basin/wet well for the strainer backwash water (10,000 gallons per backwash), ozone cooling water (up to 750 gpm continuous flow) and ozone strainer backwash water
- Three 30 hp solids handling pumps with VFDs recycle water to the pump suction for the 80 MGD Cheney pump station.
- A new 10-inch pipe conveyed the recycle piping to the Cheney pump suction line
- 2,800 feet of 6-inch pipe conveys the copper ion solution up the face of the Cheney Reservoir dam into the intake structure

This project required heavy coordination with U.S. Bureau of Reclamation, KDHE and Sedgwick County for construction and permitting.



NALL AVENUE PUMP STATION & RESERVOIR

Leawood, KS | \$12.8 million

Burns & McDonnell designed and **CAS constructed** a new two-story, 54 MGD pump station and a 6 million gallon, below-grade concrete water storage reservoir, a new bioretention pond and outfall structure. The pump station includes three 800 hp and three 150 hp horizontal split-case centrifugal high service pumps with AFDs.

From the early concept stage of this design-bid-build project through its completion, collaboration was inclusive of all stakeholders, resulting in a successful project. The transition of engineering firms between the early concept phase and the start of detailed design was seamless and included coordination on the most complex aspect of the project that had been initiated during the concept stage.

Through collaborative efforts among the owner, engineer and contractor, the **final construction value saved the client over 7%**. The team's significant efforts to address conflicts and implement creative and effective solutions throughout construction was critical to the success of both the budget and the schedule. The work was substantially completed in time for the owner's peak summer water demand.

RAW WATER PUMP STATION GMAR

Rosharon, TX | \$4.1 million

The Pearland Raw Water Intake & Pump Station is a component of the 10 MGD Surface Water Treatment Plant for the City of Pearland. Alberici's* work consisted of constructing a temporary bypass of the American Canal, mass excavation of the pump station site, installation of dewatering system, construction of pump station SOG, walls, suspended slab and elevated piping foundation and installation of process equipment. This equipment includes stop logs, weir gates, trash rack, climber-type bar screens, along with process piping, valves, inline instruments and fittings.

** CAS Constructors is an Alberici enterprise company*

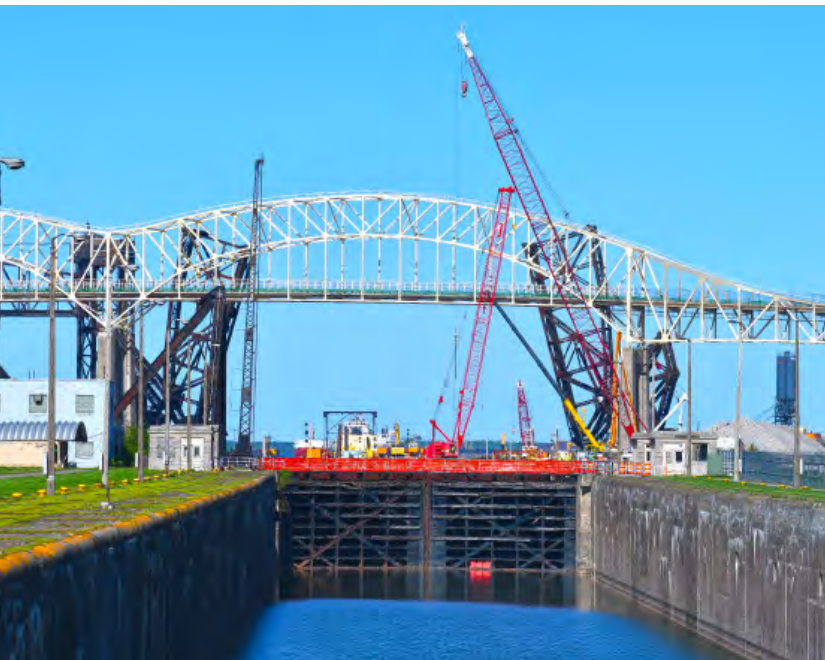
BRUSHY CREEK MINE WTP CONSTRUCTION

Viburnum, MO | \$7.9 million

CAS constructed a new 3.75 MGD WTP at Doe Run's Brushy Creek Mine. The project helped Doe Run **meet new EPA regulations**. The facility uses a ballasted flocculation process, which uses a combination of chemical treatment and the mineral magnetite to remove heavy metals and other contaminants from the mining wastewater and tailings pond water.

The project included the construction of a 4,700 SF main treatment building and a 35-foot diameter clarifier. CAS installed five chemical feed systems and associated storage tanks, six top mount tank mixers, a compressed air system, magnetite feed and separation system, sludge processing system and storage tank, multiple pumps and electrical controls equipment.

As is the case on all CAS projects, safety was a primary concern. Because the project took place on a mining site, the project team worked under the authority of MSHA. CAS met MSHA's high safety standards, and experienced zero injuries.



SOO LOCK APPROACH WALLS CONSTRUCTION

Sault Ste. Marie, MI | \$145 million

To provide much needed infrastructure redundancy, the USACE devised a plan to create a new 1,200-foot-long by 110-footwide “super-lock” at the Soo Lock Complex capable of accommodating modern lake freighters. The new lock is to be constructed on the existing decommissioned Davis and Sabin locks, providing annual taxpayer savings of more than \$77 million.

An Alberici* joint venture was awarded the second phase of this high-profile project, which called for the **construction and rehabilitation of more than a mile of new approach walls in a newly deepened channel to reach depths of at least 30 feet.** The new upstream approach walls are a combination of new circular sheet pile cells and rehabilitation of existing steel sheet z-pile wall and soldier piles with concrete lagging, all of which are topped by reinforced concrete cap slabs with integrated mooring bits, lighting, and fendering. The Alberici team is also replacing and upgrading electrical systems, lighting, conduit, and vaults throughout the complex. Construction of the walls required more than 60,000 cubic yards of concrete, which is produced in an on-site batch plant operated by the Alberici team. The project also requires placement of 30,000 cubic yards of underwater tremie concrete while observing strict mass concrete thermal control parameters.

* CAS Constructors is an Alberici enterprise company

ROUTE 47 MISSOURI RIVER BRIDGE CONSTRUCTION

Washington, MO | December 2018 | \$63 million

Alberici* constructed a \$63 million 2,560-foot-long replacement bridge across the Missouri River that provides a vital link for the more than 11,000 motorists who travel between Franklin County and Warren County in Missouri each day. The new bridge is constructed of variable depth steel and pre-stressed concrete girders on eight caisson and pile-supported pier bents that feature decorative fluting with architectural reveals and 587 decorative light fixtures that illuminate the structure for travelers entering the city at night.

The new bridge was built with 5,781 tons of structural steel, three million pounds of reinforcing steel, five sets of variable-depth steel girders, and six sets of concrete girders. The piers, girders and driving surface consist of 11,900 cubic yards of concrete. Girders vary in height from 10 to 18 feet with main navigational spans reaching lengths of 500 feet. 15 drilled shafts support the bridge, each of which features a 10-foot diameter shaft driven 75 feet below ground into 20 feet of bedrock.

Working on one of the most unpredictable rivers in the world, **heavy rainfall during construction** caused record flooding in the area, engulfing the project site and forcing the Alberici team to completely demobilize to prevent severe damage/loss to equipment and materials. **Faced with a nearly two-month-long setback, the team carefully reviewed the project schedule with MoDOT to determine critical path items that could be re-sequenced to accelerate schedule.** Emphasis was placed on completing the bridge substructure, which allowed crews to begin working above the water line. This **significantly minimized river impacts for the duration of the project** and facilitated achievement of substantial completion in time for the bridge’s much anticipated ribbon-cutting ceremony.

* CAS Constructors is an Alberici enterprise company



AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this ___ th day of **April 2024** by and between the City of Gardner, Kansas, [hereinafter "City"], and Burns & McDonnell / CAS Constructors Gardner, KS Hillsdale Water Intake Joint Venture whose members are CAS Constructors, LLC, (CAS) a Kansas limited liability company having its principal office at 3500 SW Fairlawn Road, Topeka, KS 66614, and Burns & McDonnell Engineering Company, Inc. ("Burns & McDonnell"), a Missouri corporation with its principal office at 9400 Ward Parkway, Kansas City, MO 64114, [hereinafter collectively referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in the preparation of preliminary designs and preconstruction and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for the preliminary design, preconstruction services and development of a stipulated price for a detailed Design-Build proposal for the Hillsdale Water Intake Project, (Project);

WHEREAS, the Parties anticipate that the Project will be executed in two Phases using a Progressive Design Build delivery method; Phase I consists of alternatives evaluation, site investigations, permitting analysis, preliminary design, initial permitting, preconstruction services, estimating, and constructability reviews to support the preparation of a detailed Design-Build Proposal;

WHEREAS, the parties further anticipate that Phase II of the Project will consist of detailed design and construction of the improvements identified in Phase I and that a Phase II Agreement may be executed after the delivery of the Phase I Design Build Proposal;

WHEREAS, recognizing that the Phase II form of Agreement, terms and risk allocation have significant impact on overall project cost and schedule, the parties agree to negotiate in good faith to identify mutually agreeable terms, conditions and risk allocation for the Phase II Agreement during Phase I; and

WHEREAS, This Agreement creates no future obligation for the parties to enter into a Phase II Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be 365 days from the City's date of execution of this Agreement unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform its material obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 13.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Utilities Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference. City shall have right to make changes within the general scope of services, with an appropriate change in compensation

and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant. Any such change order is required to be in writing and signed by both parties.

- 3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession under the materially similar circumstances. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide its services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.3 Assigned Personnel.

- 3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.
- 3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Travis Stryker P.E., Preconstruction Manager; Jake White P.E., Project Manager; Deron Huck P.E., Design Manager; Dana Weir P.E., Quality Control Manager; Jake White, Client Coordinator.
- 3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 3.3.4 The Consultant shall designate Cliff Cate P.E. (816-823-7128) ckcate@burnsmcd.com as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- 3.3.5 City shall designate Gonzalo Garcia, (913) 856-0990, as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and

decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

The services described herein shall be provided during the period described in this Agreement, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.

5.3 All invoices should be sent to Jeff LeMire.

5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:

- 1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
- 2) Claims of third parties against City;
- 3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
- 4) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
- 5) Persistent failure to carry out the Work in accordance with this Agreement;
- 6) Damage to City or a third party to whom City is, or may be, liable; or
- 7) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.5 City agrees to pay Consultant an amount not to exceed the sum of \$757,363.00 for performing services detailed in Exhibit A at the rates set forth in Exhibit B. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.

5.7 See Exhibit B for Schedule of Hourly Billing Rates. These rates are effective for services rendered through December 31, 2024, and are subject to revision thereafter, with no increase in Agreement amount.

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

7.1 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contractor implied by law, and whether performed by Consultant or any permitted subcontractors hired by Consultant, the Consultant agrees to indemnify and hold harmless the City, and its agents, servants, and employees from and against any and all claims expenses, damages, and losses arising out of personal injury, death, or property damage, only to the extent caused by the negligent or intentional acts, errors, or omissions of the Consultant or its subcontractors. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

7.2 City agrees to indemnify Consultant for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omission of City, its officers, employees, or agents.

8.0 Insurance.

8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed or authorized to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against the hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. Coverage shall be evidenced by each respective party, Burns & McDonnell and CAS on behalf of the Consultant. Consultant shall require its contractors, sub-contractors or agents performing services pursuant to this agreement maintain compliance with K.S.A. 44-532(b)

including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act.

- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities. Coverage on behalf of Consultant shall be evidenced by CAS.
- Commercial Automobile Liability for bodily injury and property damage with limits of \$1,000,000 each accident for all owned, non-owned and hired automobiles. Coverage shall be evidenced by each respective party, Burns & McDonnell and CAS on behalf of the Consultant.
- Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount of \$500,000 and shall provide the City with evidence thereof on a certificate of insurance. Coverage on behalf of the Consultant shall be provided and evidenced by Burns & McDonnell. Consultant shall require that its contractors, sub-contractors or agents performing professional services pursuant to this agreement maintain Professional Liability insurance which satisfies the provisions of this Agreement.

8.2 Except for Workers Compensation/Employer's Liability and Professional Liability policies required above, the City shall be named as additional insured on such required policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

8.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed or authorized to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

8.4 City and Consultant release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of Consultant's services.

9.0 Conflict of Interest.

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C. Section 1352. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Consultant must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment.

Consultant shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

Consultant will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Consultant shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. The City acknowledges that documents and designs are preliminary and incomplete and are not intended or represented to be suitable for any use or reuse by City for construction of the intended project by parties

other than the Consultant. Any reuse of the plans by any party other than Consultant will be at City's sole risk and without liability or legal exposure to the Consultant.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Consultant shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

15.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way

relieve the Consultant of its primary responsibility for the quality and performance of such Services.

17.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City:

Gonzalo Garcia
Utilities Director
1150 E Santa Fe Street
Gardner, KS 66030

To Consultant:

Jake White
Project Manager
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114

19.0 Amendments.

19.1 This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.

19.2 This document may be amended only by written instrument, signed by both City and Consultant.

20.0 No Third Party Beneficiaries.

City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

22.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

23.0 Negotiations.

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Exhibit A - Scope of Services, Exhibit B - Fees, are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

30.0 Limits of Liability

- 30.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to City and anyone claiming by, through or under City for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of Consultant, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED \$2,000,000.00. The parties agree that specific consideration has been given by the Consultant for this limitation and that it is deemed adequate.
- 30.2 In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss or revenue or profit, lost production, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2024.

CITY OF GARDNER, KANSAS

CONSULTANT

Todd Winters, Mayor

Darin Brickman, P.E. Vice President
Authorized Representative

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

Exhibit A Scope of Services

Pre-Design: Pre-design activities will be conducted in adequate detail to support the preparation of a Conceptual Design and Permitting and Design-Build proposal for a Raw Water Intake on Hillsdale Reservoir for the Hillsdale Water Treatment Plant, and will include the following:

1. Facilitate monthly review workshops with City staff to review the progress of Phase I services including reviews of anticipated performance, operational characteristics, site layouts, control strategies, potential equipment vendor prequalification, potential subcontractor prequalification, constructability and logistics, estimate reviews, and facilitate a value-based decision-making process incorporating the City's preferences and priorities.
2. Survey of intake vicinity:
 - a. Site survey
 - b. Bathymetric survey of Hillsdale Reservoir
3. Alternatives evaluation:
 - a. Intake siting (north of existing intake)
 - b. Intake type (submerged with bullet screens or screened laterals)
 - c. Pumping systems (vertical turbine)
 - d. Discharge piping alignment
 - e. Evaluation criteria will include capital cost, operations and maintenance, constructability and impacts on water quality.
4. Analysis of the 100-year flood impacts and permit requirements or development within the existing flood plain.
5. Analysis of alternatives for addressing zebra mussels.
6. Coordinate with individual stakeholders to define each stakeholder's specific role, needs and goals required during permitting, design, and construction to establish whether stakeholders will be a purely informational partner or a permit approver. Key stakeholders include the USACE, Kansas Department of Health & Environment (KDHE), US Fish and Wildlife Service (USFWS), Kansas Department of Wildlife & Parks (KDWP), Kansas State Historic Preservation Office (SHPO), Miami County Commission, Miami County Conservation District, Hillsdale Watershed Coalition, and the Kansas Water Office.
 - a. Conduct meeting with Miami County Staff to present relevant project information.
7. Assess and document the project permitting requirements:
 - a. Obtain comments from stakeholder agencies to develop an anticipated permit list, activities required for each permit, and anticipated time to obtain each permit. Compile permit applications and requirements for future execution during the pre-construction phase. Identify City, County and State permits to be obtained and who will be responsible for obtaining permits and if any studies need to be completed prior to submitting permit applications.

- b. Desktop environmental surveys will be completed as needed and field surveys for endangered species, wetlands, and cultural resources will be completed, as needed.
- 8. Assess and document easement acquisition needs.
- 9. Coordinate with the City to develop rough order of magnitude capital budget that includes evaluation of capital cost, operations and maintenance cost, and constructability.

Conceptual Design and Permitting: conducted in adequate detail to support the preparation of a Conceptual Design and Permitting for a Raw Water Intake on Hillsdale Reservoir for the Hillsdale Water Treatment Plant, and will include the following:

1. Preliminary design of raw water intake to meet the objectives of the City of Gardner, the Safe Drinking Water Act and comply with The Kansas Department of Health and Environment's (KDHE's) regulatory criteria.
2. Hydraulic analyses using desktop/spreadsheet evaluation of:
 - a. Raw water intake and pump station. The existing Hillsdale Lake intake will need to remain in operation and provide water at certain times during the startup phase of the new intake, until the new intake is fully operational.
 - b. Transmission piping to connect new intake to existing intake's transmission piping for delivery of raw water to the Hillsdale Water Treatment Plant.
 - c. Intake, pump station, and piping will be sized for treated water flow of 12 MGD plus treatment plant operational water loss.
3. Analysis of electrical, controls, mechanical and utility systems to support proposed improvements.
4. Geotechnical investigation to assess soil and rock characteristics necessary for foundation and structural design and to approximate refusal or rock depth.
5. Conduct environmental permitting surveys, studies, and permits that are anticipated to be required for the Project. One-Call notification will be completed prior to field deployment. Obtain permissions to access private land related to the Project site prior to the initiation of field work.
6. Permitting activities are as follows:
 - a. Wetlands
 - i. To comply with the Clean Water Act (CWA) Sections 404 and 401, conduct a field visit to evaluate the proposed Project for the presence of wetlands and other waters according to U.S. Army Corps of Engineers (USACE) requirements. The site visit will consist of a pedestrian survey to identify wetlands and to record locations and boundaries using GPS in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual (USACE Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, Version 2.0: Midwest Region (Regional Supplement). Gather information on the hydric soils, wetland hydrology, and upland and wetland vegetation of the Project. Identify areas considered waters of the U.S. (WOTUS). As part of this effort, photographs will also be taken onsite to provide visual documentation of any identified features.

- ii. Based on the results of the wetland field delineation, prepare a wetland delineation letter report describing the background research, methodologies, and results. In addition, the report will include completed wetland determination data forms from the Regional Supplement, photographs of identified waters, and figures of the Project delineation.
 - iii. Hillsdale Lake is considered an Outstanding National Resource Water, Exceptional State Water, and Special Aquatic Life Use Lake. A Pre-construction Notification (PCN) must be submitted to the Kansas City District of the USACE prior to commencing construction of the intake in Hillsdale Lake. The Project is anticipated to be authorized under a Nationwide Permit (NWP). Submit the PCN and wetland delineation report to the Kansas City District of the USACE to obtain authorization for the Project under a NWP.
- b. USACE Section 408 Review
- i. Prepare a written request for a USACE Section 408 Review that would be submitted to the Kansas City District of the USACE. The written request would include a project description, maps depicting the project location, and plan and profile drawings of the proposed project. The USACE's 408 review would include an engineering, environmental, real estate, and legal review to determine if the alteration would impair the usefulness of the federal civil works project or be inconsistent with the public's interest. The USACE's Kansas City District is anticipated to consider the proposed Project to be a minor alteration, that would have a low risk of impacting a federal project (Hillsdale Reservoir) and that the USACE 408 review would take approximately 60 days to process.
- c. Cultural Resources
- i. Conduct a desktop cultural records search and archival review of an area within one mile of the Project. Sources that will be reviewed include the Kansas State Historical Society Archaeological Inventory and the National Register of Historic Places (NHRP) database. Review relevant, available online historic period topographic maps and plat maps. A cultural resources desktop study will be completed based on known, documented cultural resource sites and background research.
 - ii. Because a USACE permit will likely be required for the proposed Project, coordinate with USACE and SHPO to determine requirements for cultural resources clearance. A cultural resources field survey is assumed to be required for the Project. The field survey will be conducted at the interval spacing and depth requirements outlined in the Osage Nation Archaeological Survey Standards and the Kansas State Historic Preservation Office (SHPO) guide to archaeological survey, assessment and reports. Following the fieldwork, prepare a Section 106 memo and letter report that includes the results of background research and field survey. If required by the lead federal agency (USACE), submit the cultural resources Section 106 memo and a letter report to the SHPO and lead federal agency.

- iii. Submit an Unanticipated Discoveries Plan to the City detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains.
- d. Protected Species Clearance
 - i. Complete an online protected species habitat assessment of the Project through the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website. Information about potential state-listed species that may occur within the Project vicinity will be obtained from the Kansas Department of Wildlife and Parks (KDWP) website. Using the results of the USFWS IPaC and information obtained from KDWP, complete a protected species habitat assessment field survey for the proposed Project. The habitat assessment field survey will be conducted at the same time as the wetland delineation field survey. Photographs will be taken to document any wildlife habitat within and adjacent to the proposed project. The location of any observed potential protected species habitats, including the location of any potential protected bat summer roost trees, will be photographed, and delineated using a GPS with sub-meter accuracy.
 - ii. Based on the results of the online assessments and habitat assessment field survey, prepare a protected species habitat assessment letter report that will provide the findings of the habitat assessment and provide recommendations to minimize and avoid impacts during constructions. Submit the protected species habitat assessment letter report to the USFWS and KDWP for their review and concurrence with the findings and conclusions presented in the habitat assessment letter report.
- e. Stormwater Permit
 - i. Prepare a stormwater pollution prevention plan (SWPPP), which is required for construction activities that disturb one or more acres of land. Prepare and submit the Notice of Intent (NOI) to Kansas Department of Health and Environment (KDHE) for authorization to discharge stormwater runoff from construction activities in accordance with the National Pollutant Discharge Elimination System (NPDES). An individual permit may be required from KDHE because the Project will occur within a special aquatic life use water (Hillsdale Lake).
- f. Miami County Planning Department's Conditional Use Permit (CUP)
 - i. Develop application form, narrative, site plan, building plans, and list of impacted property owners within 1000 feet.
 - ii. Compile and Submit Conditional Use Permit Application. City will pay CUP application fee (\$600) and submit to the County.
 - iii. Participate in Public Hearing with City and County staff.
- 7. Develop a Basis of Design Report for approval by the City and submittal to KDHE, describing the project, equipment sizing, electrical system, control systems, mechanical systems, and design standards to be used for detailed design.
- 8. Develop preliminary design drawings to convey the intent of the design including:
 - a. Access Road and Grading Plan

- b. Intake
 - i. Plan
 - ii. Wall Sections and Elevations
 - iii. Mechanical Equipment General Arrangement
 - iv. General Yard Piping
 - c. Chemical feed/zebra mussel control facilities
 - d. Process and Instrumentation Diagrams
 - e. Electrical One Line Diagram
 - f. Electrical Building layout
 - g. SCADA and Communication Architecture Diagram
 - h. Mechanical Equipment Schedule
9. Develop CSI Work Description.
 10. Attend up to two City Commission meetings at intervals requested by City to appraise the City Council, Governing Board, and public on the progress of the project.

Pre-Construction services to be provided by the Design-Builder include:

1. Facilitate monthly coordination meetings with the City and City’s representatives to review design options, review pricing of alternatives and collaborate regarding the formation of the project.
2. Design-Builder and City will agree to capacity and arrangement of the new raw water intake for further development of design.
3. Based on the preliminary design and City’s input and concurrence with design elements, Design-Builder will solicit competitive proposals for City’s review and approval prior to incorporating into the stipulated price, for the following:
 - a. Major Subcontractors and Suppliers
 - i. Electrical power and distribution
 - ii. Mechanical systems
 - iii. Pumps, valves, and piping
 - iv. Chemical feed system
4. Develop preliminary and final project implementation schedules.
5. Provide estimating support to inform design and value-based decision making.
6. Development of a stipulated price for the Project described to be used in the Design-Build Agreement upon approval of City.
7. Development of Design-Build Agreement.

Time of service

- Time of service for the Pre-Design Phase, including time to assess and document required permits, shall be 120 calendar days from City’s execution of this agreement.
- Time of service for the remainder of the project, including time to obtain easements and permits, shall be an additional 240 calendar days or as mutually agreed to following the Pre-Design Phase.

Assumptions for Environmental Permitting

- The proposed Project will not require an Environmental Assessment or Environmental Impact Statement document to be drafted.
- The wetland delineation will be accepted by the USACE and not require any subsequent site verification efforts.
- Species specific presence/absence surveys requiring a state or federal permit will not be required.
- Mitigation associated with wetlands or protected species is not anticipated.
- Landowner permission to access any private property and artifact collection consent letters will be coordinated by the City and signed prior to deployment.
- An archaeology survey of the entire site is required.
- No cost for cultural resource artifact collection or curation is included with this scope and cost estimate. If collection and/or removal of artifacts from any given property or properties is required, then written and signed authorization from each landowner to remove artifacts from their property must be obtained by the City.
- If cultural or historic resources are identified that could be eligible for the National Register of Historic Places, additional investigations may be necessary, and a cost estimate can be provided.
- Additional investigations related to USACE or SHPO deep testing on landforms with the geologic potential to contain deeply buried resources are not anticipated or included.
- No more than 2 archaeological sites will be recorded.
- No chain of title research will be necessary.
- No permanent indirect effects and historic, non-archaeological resources will be evaluated.
- No additional cultural or historic resources will be eligible for the National Register of Historic Places.
- No other permits or permit fees are required or included.

Exhibit B

Schedule of Hourly Rates and Expenses

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$71.00
Technician*	6	\$90.00
Assistant*	7	\$109.00
	8	\$148.00
	9	\$177.00
Staff*	10	\$202.00
	11	\$220.00
Senior	12	\$247.00
	13	\$269.00
Associate	14	\$276.00
	15	\$279.00
	16	\$282.00
	17	\$284.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by the Consultant, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client will pay the cost to the Consultant plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days after receipt of the invoice.
6. The services of contract/agency and/or any personnel of a Consultant parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of the Consultant.
7. The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.

UTILITY ADVISORY COMMISSION STAFF REPORT DISCUSSION ITEM #1
MEETING DATE: AUGUST 1, 2024
STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Project Updates

Background:

Director Garcia will discuss current developments of projects.