



PROFESSIONAL SERVICES PROPOSAL

April 21, 2023

The staff of EDM Incorporated, a full-service design firm, is pleased to offer this proposal along with our commitment to success on this project, in accordance with our “**Engineering Services for Stormwater Master Plan & Implementation of Capital Improvement Plan**” contract dated January 4, 2019.

Project

Stormwater Master Plan Update 2023

Frontenac, Missouri

Client

City of Frontenac

10555 Clayton Road

Frontenac, Missouri 63131

Attention: Mr. Jeff Wappelhorst

Project Description

The City of Frontenac Stormwater Master Plan will be updated to reflect new concerns and show past projects as completed. The ranking and grouping of projects will be discussed with the City and the current policy will be used or revised. The update will note additional stormwater concerns identified since the completion of the last master plan update and integrate those with structural flooding, safety issues, or potential structural damage due to erosion impacts. Additional projects will be integrated as funds allow. It will also integrate Frontenac completed stormwater projects as well as completed projects from MSD’s list of Deer Creek Projects. Individual project estimates will be revised to reflect this integration. Benefit Points will be reassigned accordingly. The 5-year plan will be updated. The full plan will be updated. A summary will be written to document the changes made.

Scope of Services

In general, any additions will require a field visit, potential phone conversation with the owner, design of a conceptual solution to include hydrology and hydraulics, addition to appropriate Figure or creation of new Figure, cost estimate, and benefit analysis.

Figures will be revised to reflect what has been constructed. We will attempt to update the facility base maps and contours with the latest data from MSD. As-built will be obtained from MSD where appropriate. Projects completed by MSD will also be included in the Update.

Changes, in general, will require modification of Figures, cost estimates and benefit analysis.

The 5-year capital improvement plan will be updated as well as the full capital improvement plan. A summary will be written to account for the changes made to the Master Plan as well as to note policy decisions made since the since the last update, if appropriate.

Project Team

Principal in Charge
Len Madalon, M.S., P.E.
Project Manager
Kurtis Eisenbath, M.S., P.E.
Data Entry/CAD
Tony Tarro

Professional Fees

We will perform the aforementioned Scope of Services for a fixed fee of **\$48,365**. Please see attached Work Breakdown Structure for detailed distribution of hours and fees.

Reimbursable Expenses

It is proposed that compensation for project-related, out-of-pocket expenses for printing, postage, delivery, long-distance telephone, travel expenses, and fees for permitting agencies, title companies, etc., be computed at cost, plus 10%.

Additional Services

It is proposed that additional services be provided on an hourly basis, at the billing rates below, per our agreement with the City of Frontenac.

Billing Rates

Principal/Senior Project Manager	\$ 203 per hour
Project Manager/Sr Engineer/Sr Architect	\$ 175 per hour
Sr Systems Designer	\$ 148 per hour
Engineer/Senior Designer	\$ 136 per hour
Drafter	\$ 107 per hour
Technical Assistant	\$ 90 per hour

Schedule

EDM is prepared to begin on Notice to Proceed (NTP) from the City of Frontenac. Schedule depends on review time by the City.

<u>Task</u>	<u>Completion</u>
Preliminary Report	10 weeks from NTP
Final Report*	14 weeks from NTP

* Dependent on City Review.

Please contact us with any questions. We are honored to be considered for your project and look forward to working with you.

Sincerely,



Len Madalon, MS, PE
Executive Vice President

Terms and Conditions

Contract Form

This proposal will form an agreement for these services, until a complete contract can be prepared, under the following "Terms and Conditions."

Use of Documents

All work products, including those in electronic form, prepared by EDM, are "Instruments of Service," and may only be used with respect to this project. The Client may reproduce these documents and files for the purpose of constructing, using and maintaining this project only. Any other use by the Client or any other party is not permitted.

Payment Terms

In addition to the stated compensation, the Client shall reimburse EDM Incorporated for **any sales, use and value-added taxes**, which apply to these services.

Invoices will be submitted periodically for these services. The Client shall notify EDM within 15 days from the date of invoice with any objections.

Payment in full for each invoice is due within 20 days from the date of the invoice.

Compensation will be increased by an **additional charge** of 1.5% of the amount of the invoice per month when payment is not received by the due date.

Termination

Whenever payments are not maintained on a current basis, EDM Incorporated reserves the right to **discontinue providing services and to withhold data**, after serving written notice, until payments are restored to a current basis.

Changes to this agreement will be documented defining the change in scope, compensation and/or schedule. That document will become a part of this agreement when signed by both parties. **Hourly rates** or another basis for determining the cost of changes are stated above.

Schedule

The schedule for the performance of these services is discussed above. EDM Incorporated is committed to performing these services within this schedule. Should circumstances necessitate a revision to the schedule, prompt written notification will be provided.

Insurance

EDM Incorporated agrees to maintain the following **insurance** during this project:

- Statutory Worker's Compensation coverage.
- Professional Liability coverage of \$1,000,000 per occurrence with a one-year total aggregate coverage of \$2,000,000.
- Comprehensive General and Automobile Liability of \$1,000,000.

Hazardous Materials

EDM Incorporated accepts no responsibility for hazardous material assessment, classification, testing, abatement, encapsulation, air-monitoring, sampling or the effects of its presence, removal, handling, transportation, disposal, etc., on any persons, properties or activities.

Responsibility for the above items is to be held by the Owner.

City of Frontenac		EDM Incorporated			
Master Plan Update 2023					
4/21/2023					
Work Breakdown Structure					
TASK	PM	PE	Senior Desinger	Tech Assist	TOTALS
Summary of Problems				15	
Subtotal	0	0	0	15	\$1,350.00
Conceptual Solutions					
Solution Description (Max 15 Sites)		15			
Hydrology (Max 15 sites, includes field prep)		6	34		
Field Visit (Max 15 sites)		22			
Hydraulics		18			
Proposed Solutions (drafting)			44		
Completed Projects (drafting)	10		32		
Cost Estimate		15			
Benefit Analysis		15			
Subtotal	10	91	110	0	\$32,915.00
MSD Coordination					
Obtain data on completed projects		5			
Obtain data to update maps and update them	2		4		
Obtain future project data and place on maps		3	6		
Subtotal	2	8	10	0	\$3,166.00
Report					
Preliminary Report		20			
Final Report		10			
Subtotal	0	30	0	0	\$5,250.00
Meetings					
Meet with City on Policy to Rank Projects	3				
Meet with City to Review Preliminary Update	3				
Subtotal	6	0	0	0	\$1,218.00
Project Management					
Subtotal	22	0	0	0	\$4,466.00
Subtotal	40	129	120	15	
Billing Rate	\$203.00	\$175.00	\$136.00	\$90.00	
Total Fee	\$8,120.00	\$22,575.00	\$16,320.00	\$1,350.00	\$48,365.00