

Exhibit A

SCOPE OF SERVICES

OBJECTIVE

Through this Professional Services Agreement, the City has engaged Consultant, as an independent contractor with experience reviewing construction projects and related costs, to review, with respect to Rock Chalk Park, the construction site and the City's infrastructure expenditures in order to determine:

1. Whether the construction work was delivered in compliance with the Development Agreement; and
2. Whether the City's expenditures for infrastructure (hard and soft costs) were in compliance with the Development Agreement.

CONSULTANT – SERVICES, RESPONSIBILITIES, AND TIMETABLE

Services

In order to meet that objective, Consultant shall provide to the City the following Contract Services:

1. Staffing, scheduling, and management of all review resources assigned;
2. Development and implementation of the Work Plan, including reviewing the construction site, the City's infrastructure costs, the Development Agreement, and any other relevant document provided by the City and third parties; and
3. Preparation and issuance of a written, final report

Responsibilities

Consultant shall be responsible for all phases of the Contract Services, including assigning and supervising the work performed.

Timetable

Consultant will, unless the time is otherwise extended by the parties in writing, provide to the City a written, final report on or before February 26, 2015

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CITY - MANAGEMENT REPRESENTATIVE, RESPONSIBILITIES AND ENGAGEMENT ASSUMPTIONS

Management Representative

The City has designated the City Auditor as its management representative, who will make, in consultation with the Mayor and Vice-Mayor, all management decisions for the City with respect to the Contract Services provided by Consultant. To the extent that Consultant's deliverables include surveys, analyses, reports, evaluations, recommendations, or other management consulting services, the City agrees that it will be responsible for all decisions regarding implementation of, or any future action with respect to matters addressed in the deliverables.

Responsibilities

With respect to the Contract Services, the City shall be responsible for:

1. All content provided by the City to Consultant, in connection with its performance of the Contract Services under this Professional Services Agreement; and
2. The accuracy, completeness, and timeliness of all information provided by the City to Consultant.

The City shall also be responsible for providing Consultant with directions and instructions relating to any laws or regulations applicable to the protection of data, upon which directions and instructions Consultant will rely exclusively when accessing and processing Data in performing the Contract Services.

Engagement Assumptions

The City and Consultant agree that performance of the Contract Services is based upon the following Engagement Assumptions:

1. Through this Professional Services Agreement, the City has contracted with Consultant for delivery of a written, final report on or before February 26, 2015. In connection therewith, the City agrees as follows:
 - a. Consultant will perform the Contract Services in compliance with the Institute of Internal Auditors Standards (Red Book) and by using Consultant's Operations Manual, which constitute Consultant's normal standards.

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- b. The City understands and agrees that Consultant's completion of the Contract Services and timely delivery of the final report will depend upon the City and third parties being responsive to Consultant's requests for information and access to individuals. The City agrees to provide Consultant access to information in its possession and access to City Staff, without delay. The City also agrees to endeavor to facilitate Consultant's access to third parties' information, and if access to that information is not obtained, the City agrees to accept Consultant's final report based upon the information that has been made available to Consultant.
 - c. The City will be able to provide to Consultant access to cost estimating software or tools (for example RS Means or Compass International) that it deems acceptable for use in determining the infrastructure cost estimate.
- 2. The City will also provide to Consultant a suitable office working environment to perform the Contract Services. The working environment will provide adequate privacy and security to Consultant for its tools and documents.

Consultant's completion of the Contract Services and delivery of a timely final report are dependent on (i) the City's timely and effective completion of the City's Responsibilities, (ii) the accuracy and completeness of documents provided, as recognized by the Engagement Assumptions, and (iii) timely decisions and approvals by the City. Consultant shall not be responsible for any delays, additional costs incurred, or non-compliance caused by or associated with the City's failure to fulfill its Responsibilities or lack of providing accurate, complete, or appropriate documents, as recognized by the Engagement Assumptions.

CONSULTANT'S DELIVERABLES

In completing its Contract Services, Consultants shall provide, in a timely fashion, the following deliverables:

- 1. A written, final report including the following:
 - a. Consultant's conclusions regarding whether the construction at Rock Chalk Park was delivered in compliance with the Development Agreement;

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- b. Consultant's conclusions regarding whether the City's expenditures for infrastructure (hard and soft costs) were in compliance with the Development Agreement; and
- c. Consultant's recommendations for improvement, if it elects to provide such recommendations.

ENGAGEMENT APPROACH AND STAFFING

Engagement Approach

Consultant will perform the Contract Services on an agreed procedures basis. Although changes to these procedures may become necessary, the following are anticipated at this time:

Phase	Description	Hour estimate
1	Contract Analysis & Request For Information	
	Development Agreement - RFI	12
	A103 & A201 - RFI	12
	Review RFI Response	2
	Determine payment compliance criteria	4
	Modify this Work Plan as necessary	4
	Reach agreement on the Work Plan and any potential modifications	3
	Phase Subtotal	37
2	Review Infrastructure Costs	
	Interview key City Personnel, review inspection reports, obtain and review as-built drawings and select a sample of items to physically inspect.	7
	With assistance of the City personnel perform a site inspection of selected portions of the infrastructure, noting exceptions or portions that do not agree with expectations. Record and evaluate the results. This test may significantly cause a change to the approach and the Work Plan. If so this must be brought to the City's attention and a resolution obtained.	13
	Determine the cost standard or methodology the City wishes to use	5
	Obtain sample of infrastructure costs for further testing	4
	Test the sample items and document the results	17

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	Analyze testing results and summarize	7
	Phase Subtotal	53
3	Review Payments	
	Obtain the infrastructure project accounting. Analyze and document large expenditure, any that appear unusual or non-standard so these items may be tested	6
	On a sample basis evaluate detail support, document testing results	24
	Evaluate and follow up on any exceptions noted	10
	Summarize exceptions	6
	Phase Subtotal	46
4	Report	
	Drafting and Review	12
	Presentation	12
	Phase Subtotal	24
	Total	160

Staffing

Consultant shall assign the following individuals to perform the Contract Services under this Professional Services Agreement. Consultant reserves the right, from time to time, to add or re-assign personnel. However, before it takes any such action, Consultant will advise the City of its proposed action and offer the City the opportunity to approve such action.

Name	Title
Robert A. McDonald	Sr. Consultant
Warren C. Hudson	Sr. Consultant

PROFESSIONAL FEES & EXPENSES

The fees for this Professional Services Agreement will be on an hourly basis, estimated at 160 hours at \$160.00 per hour, not to exceed \$27,000.00, exclusive of out-of-pocket expenses. The basis for this level-of-effort is shown in the Approach. Travel and any other out of pocket costs will be charged at cost with receipts provided. Mileage will be charged at the then-current IRS rate.

Should it prove impossible to fully perform the Contract Services under this Professional Services Agreement, Contractor agrees to work with the City to limit fees to the actual work performed.