

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR Tudor Road Force mains Condition Assessment (RFQ NO. 2026-015)**

THIS AGREEMENT made and entered into this ___ day of _____, 20___, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering, Inc (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for Tudor Road Force mains Condition Assessment (hereinafter "Project"); and

WHEREAS, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

WHEREAS, the City Manager is authorized and empowered by City to execute agreements providing for professional engineering services; and

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City ("Basic Services"):

Tudor Road Force mains Condition Assessment as specifically detailed in Exhibit A, Scope of Services, attached and incorporated by reference.

**ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

Not Applicable

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

As specifically detailed in Exhibit A and B, Scope of Services and Fee Estimate, attached and incorporated by reference

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Million Two Hundred Eighty Thousand Five Hundred Twenty Three Dollars (\$1,280,523.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Million Two Hundred Eighty Thousand Five Hundred Twenty-Three Dollars (\$1,280,523.00).
- B. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Project Name/Task Name/RFP Number/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. Purchase Order Number issued by City.
 - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
 - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 6. Project Billing Summary containing the Agreement or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Agreement or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

Project Completion 365 days from Notice-to-Proceed

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

ARTICLE VI INSURANCE

A. GENERAL:

1. Insurer Qualifications: Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, the insurance set forth in this Section with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. No Representation of Coverage Adequacy: The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. Additional Insured: All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
4. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

5. Primary Insurance: Engineer's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13, or equivalent.
6. Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing the required coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver: To the fullest extent permitted by law, all policies required herein, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via endorsement.
8. Policy Deductibles and/or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention under the required general liability and automobile liability policies shall not erode the limit required by the City. Engineer shall be solely responsible for any such deductible or self-insured retention amount.
9. Automatic Escalator: The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.
10. Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Engineer shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Engineer. Engineer shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim: Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the Agreement.
12. Evidence of Insurance: Prior to commencing any work or services under this Agreement, Engineer will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the relevant

endorsement for the insurance policies as required by these requirements, issued by Engineer's insurance insurer(s) as evidence that policies are placed with reasonably acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and endorsements for the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.

If any of the policies required by these requirements expire during the life of the Agreement, it shall be Engineer's responsibility to forward renewal certificates and relevant endorsements the City 30 days prior to the expiration date. All certificates of insurance and relevant endorsements shall be identified by referencing the Agreement; certificates of insurance and endorsement for the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - iii. Excess Liability – Follow Form to underlying insurance.
 - b. Engineer's insurance under which City is included as an additional insured shall be primary, non-contributory insurance with respect to performance of the Agreement.
 - c. All policies, except for Professional Liability, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Engineer under this Agreement.
 - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
13. All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063-2358

B. REQUIRED INSURANCE COVERAGE:

1. Commercial General Liability: Engineer shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of at least \$4,000,000 for each occurrence, \$4,000,000 Products and Completed Operations Annual Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the

policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Automobile Liability: Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$1,000,000 each occurrence on Engineer's owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
3. Professional Liability: Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$4,000,000 each claim and \$4,000,000 annual aggregate. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
4. Workers' Compensation Insurance: If Engineer employs anyone who is required by law to be covered by workers' compensation insurance, Engineer shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Engineer's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
5. Cyber Liability Insurance: If this Agreement is the subject of any services involving the City's information technology structure, or if the Engineer engages in any services in any way related to performing work involving the City's information technology structure under this Agreement, Engineer shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Engineer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide

coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

- C. CANCELLATION AND EXPIRATION NOTICE: Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

ARTICLE VII MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES: Engineer warrants that Engineer has not employed or retained, and will not employ or retain for the duration of this Agreement, any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.
- B. OWNERSHIP OF ENGINEERING DOCUMENTS: Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. MODIFICATIONS TO SCOPE OF WORK: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a mutually executed written modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. EMERGENCY CHANGES IN SERVICES: The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay

would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's cost to mitigate or correct the effects of such termination, including by not limited to damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not subcontract, sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written and signed consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer

and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.

- I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the Agreement period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, directives, errors, omissions, or willful misconduct, in the performance of Engineer's duties and services under this Agreement, or any supplements or amendments thereto, of Engineer, or its employees, officers, agents, or any tier of subcontractor or person for which Engineer may be legally liable in the performance of this Agreement. Nothing contained in this Agreement is to be construed to waive the City's sovereign immunity or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.
- L. LIMITATION OF LIABILITY: In no event will either Party be liable to other Party for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to

the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental laws and regulations.
- T. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. **DELAY IN PERFORMANCE:** Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. **NON-EXCLUSIVE AGREEMENT.** This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- W. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Engineer's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

X. SIGNATORY AUTHORITY. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

Y. IMMIGRATION REQUIREMENTS. Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Engineer warrants and affirms to the City that (i) Engineer is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Engineer does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Engineer shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Engineer reciting compliance is not sufficient.

Z. RIGHTS AND REMEDIES. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Engineer from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

AA. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

BB. CONFIDENTIALITY OF RECORDS. The Engineer shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Engineer's duties under this Agreement. Persons requesting such information should be referred to the City. Engineer also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Engineer as needed for the performance of duties under this Agreement.

CC. ANTI-DISCRIMINATION AGAINST ISRAEL ACT. If this Agreement has a total potential value of \$100,000 or more and Engineer has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo. and to the fullest extent permitted by law, Engineer certifies that Engineer is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

DD. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

EE. SEVERABILITY. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

FF. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

HDR Engineering, Inc
ATTN: Ryan Eisele
10450 Holmes Rd, Suite 600
Kansas City, MO 64131

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

GG. E-SIGNATURE AND COUNTERPARTS. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

ARTICLE VIII EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Fee Estimate

City and Engineer, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of

the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ____ day of _____, 20____.

CITY OF LEE'S SUMMIT, MISSOURI

ENGINEER:

Mark Dunning, City Manager



ATTEST:

BY: Cory Imhoff, PE

TITLE: Senior Vice President

City Clerk Trisha Fowler Arcuri

ATTEST:

APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation



SCOPE EXHIBIT A
City of Lee's Summit Missouri
Tudor Road Force mains - Condition Assessment
June 2026

SCOPE OF SERVICES

This scope describes HDR's services to be provided to support the City of Lee's Summit (City) in completing the condition assessment of the Tudor Road Force mains, evaluation of the assessment results, and developing recommendations for improvements. This project will include the following tasks:

- Task 1 Project Management
- Task 2 Alternatives Evaluation
- Task 3 System Modifications, Design and Construction
- Task 4 Condition Assessment Activities
- Task 5 Final Report

Assumptions

1. It is assumed that three inspections will be required to assess the force mains, corresponding to the 3 project segments described by the City in the RFQ (2026-015) and HDR's SOQ (dated 2/26/26).
2. City engineering and operations staff can provide significant time commitments to project during program workshops, field visits in preparation of condition assessment work, and during weeks in which onsite condition assessment activities will occur. It is anticipated that City staff will be asked to perform excavations, confined space entry and trench protection measures, and traffic control.
3. Due to the nature of this work, the schedule and tasks included in this scope of this authorization will remain flexible and may be modified at the direction of the City.
4. Scope items included in Tasks 3, 4, and 5 are dependent on the City's preferred alternatives determined during Task 2. Anticipated scope items are described in general for these tasks. Scope and fee assumptions for Tasks 3, 4, and 5 were developed based on assumed approaches for the condition assessment as well as the pipeline access modifications required to facilitate the assessment. Final scope and budgets will be re-evaluated in coordination with the City after completion of Task 2 Alternatives Evaluation. HDR will work with the City to re-apportion budget between tasks and amend the scope as needed with the City's approval.
5. An allowance for support for design and construction phase services is included in Task 3 for condition assessment activity preparations. The scope of these activities is not yet completely defined. If additional services are needed beyond the estimated allowance, these will be included in future authorizations or an amendment to this authorization. If the allowance is not used, this may be allocated to be used for other program activities at the City's discretion.
6. It is assumed that access modifications to pipelines will consist of a tee modification for access and retrieval points. City staff or City on-call contractor will excavate to location and provide trench box to access during inspection. One permanent structure is assumed to be constructed.
7. Construction work necessary to support the project is not anticipated to require development of complete design and bid plans and specifications. It is assumed that



- plan sheets, details, and appropriate specifications will be provided to City's on-call contractor. No front-end procurement documents are assumed to be required.
8. No Resident Project Representative Services are included.
 9. High-Frequency Transient Pressure Monitoring will be initiated prior to onsite condition assessment. Locations will be identified during Task 2. Installation of pressure monitoring devices assumed to be completed by City O&M staff based on HDR recommendations. It is recommended to collect a minimum of three (3) months of transient pressure data to observe seasonal shifts.
 10. City staff will confirm valve accessibility and operability.
 11. No easement acquisition is required.
 12. City operations staffs will provide excavating and forcemain location services to confirm location of forcemain for access design and construction.
 13. Workshops will be in person, with virtual option for remote attendees unless noted otherwise.

TASK 1 – Project Management

Services include:

1. Project Management and Administration
2. Budget and Invoice Management
3. Quality Control, Project Approach and Resource Review
4. Monthly Progress Meetings with City

Deliverables:

Monthly Project Invoices (Up to 12 invoices)

Meetings:

Monthly progress meetings (assume twelve, six in-person, six virtual)

TASK 2 – Alternatives Evaluation

Services include:

1. Gather and review record drawings, details of repairs, existing reports, and typical run time data patterns provided by City, and available pipeline specifications.
2. Project Kickoff and Technology Review Workshop
3. Site Review and Alternative Evaluations
 - a. Conduct walkthroughs with City staff of each of the 3 forcemain segments.
 - b. Confirm valve accessibility and condition through walkthrough and discussion with City. City Staff to conduct inspections/testing. Document inspections/testing of existing appurtenances to confirm operability and provide to City for confirmation.
 - c. Establish and confirm operational constraints for each segment including allowable outage periods and seasonal constraints.
 - d. Identify recommended locations for pressure monitoring installations to be completed prior to condition assessment.
 - e. Evaluate potential technologies, define advantages/disadvantages of each preferred technology platform(s). Three technology alternatives are assumed to be evaluated.
 - f. Conduct site walkthrough with technology partners. Up to two (2) walkthroughs are assumed.
4. Technology Platform Assessment and Coordination



- a. Review system constraints and approaches for each platform with technology provider.
- b. Document vendor assessment of access requirements and capabilities to navigate bends and pipeline
5. Alternatives Development
 - a. Establish insertion and access point requirements and other system modifications required for each alternative.
 - b. Establish recommended construction of pipeline modifications necessary to complete condition assessments. Evaluate optimum locations for structures for future City needs (e.g. ARV locations, pipe access).
 - c. Document system impacts, downtime, and time required for each alternative.
 - d. Provide list of anticipated pipeline appurtenances to City's on-call pipeline construction contractor(s) to confirm lead time for materials required for construction of access or insertion and extraction points and assess any schedule impacts.
 - e. Prepare pipeline modification cost estimates (AACE Level 4).
 - f. Coordinate and compile technology partner and fields services quotes.
6. Alternatives Evaluation
 - a. Cost comparison
 - b. Advantages and limitations evaluation of each alternative and non-economic comparison of factors including staff time, and risk.
 - c. Facilitate Alternatives Evaluation Workshop with City. Present results and gather City comments.
7. Finalize Recommendations.
8. Draft and Final Alternatives Evaluation TM

Deliverables:

Alternatives Evaluation TM

Meetings:

Project Kickoff and Technology Review Workshop

Site Review and Walkthroughs of Each Segment

Alternatives Evaluation Workshop

TASK 3 – System Modifications, Design and Construction

Services include:

- a. Field survey of access and insertion pipeline modification construction locations. Up to six (6) locations are assumed. One permanent structure is assumed.
- b. Design details and markups to plan and profile sheets for pipe access locations that require construction. Six (6) locations are assumed.
- c. Develop specifications and construction documents for on-call Contractor.
- d. Provide City details on City-performed modifications to existing system appurtenances (e.g. valve modifications). Up to two (2) modifications are assumed.
- e. Construction Phase Support
 - a. Coordinate with City's on-call contractor to review construction plans and obtain quotes.
 - b. Review and provide comment on submittals from contractor (6 submittals are assumed at a structure location, 4 with no structure, up to 3 resubmittals)
 - c. Preconstruction meeting with City and Contractor
 - d. Construction staking of structure locations for contractor (assume 6 structures)



- e. Respond to Requests for Information (RFIs) from on-call contractor (up to 3 are assumed)
 - f. Develop as-builts drawings – markups to existing record drawings.
- f. During initial field surveys, provide recommendations for and support for City installation of high-frequency transient pressure monitoring units (up to 3 locations) with a monitoring period of 90-days. Provide monthly update of results.

Deliverables:

- Technical Specification and construction documents for construction Contractor (concrete mix, valves, flange, coatings and lining, pipe parts)
- Monthly update showing transient pressure monitoring outputs. (Full monitoring period report and analysis to be included in Task 5 Final Report)

Meetings:

Pre-Construction Meeting

TASK 4 – Condition Assessment Activities

Services include:

- a. Develop Condition Assessment Work Plan Document and review with City
- b. Develop Site Specific Safety Plan for Condition Assessment
- c. Coordinate scheduling with City and technology and field services providers
- d. Conduct pre-condition assessment meeting with City to finalize action plan for inspection. Including review of Draft and Final Work Planning document and schedule Support the city in any pre-assessment walkthrough activities needed. Finalize inspection day plans and schedules.
- e. Perform On-Site Inspections. Three (3) individual inspections are assumed to occur, each requiring up to two (2) days each to complete the in-pipe assessment. Inspections are assumed to occur over a two-week period.
- f. Conduct visual and Exterior Direct Corrosion Assessment (EDCA) using an Ultrasonic Thickness (UT) gauge or similar non-destructive testing tool at each construction location when pipe is exposed at time of assessment.
- g. Technology partners complete data analysis, develop condition assessment findings, and provide reporting.

Deliverables:

Condition Assessment Work Plan
Site Specific Safety Plan
Draft Findings Reports from Technology Providers

Meetings:

Pre-Condition Assessment Meeting (Condition Assessment Plan Workshop)
Field Work Kickoff Meetings prior to assessment (assumed 3 in-person meetings)

TASK 5 – Final Report

Services include:

- a. Compile, review and analyze inspection data provided by Contractor. Present key findings at monthly progress meeting



- b. Complete structural evaluation of identified structural defects in comparison to operating conditions of pipe.
- c. Develop recommendations for capital improvements, pipeline modifications, and any operations improvements.
- d. Facilitate Recommendations Workshop
- e. Develop Capital Improvement Project schedules and Engineer's Opinion of Probable Construction Cost (OPCC) cost estimates. Cost estimates will be AACE Level 5. Implementation schedules will be developed in conjunction with future pump station improvement needs.
- f. Update likelihood of failures factors and City risk model for forcemains.
- g. Draft and Final Condition Assessment Findings and Recommendations Report
- h. Final meeting on Report and Implementation Plan for recommendations

Deliverables:

Condition Assessment Findings and Recommendations Report

Meetings:

Review Condition Assessment findings (during monthly meeting included in Task 1)
Recommendations Workshop
Final Meeting on Report and Implementation Plan

Schedule:

Task 1 – Project Management	July 2026 - June2027
Task 2 – Alternatives Evaluation	July 2026 - October 2026
Task 3 – System Modifications, Design, & Construction	October 2026 - January. 2026
Task 4 – Condition Assessment Activities	January 2027 - March 2027
Task 5 – Final Report	April 2027 – June 2027

Staff Name		Young, P	Eisale, R	Beck, C	Carter, M	Borromeo, R	Sims, K	Svagera, J	Donnelly, S	Keyhill, P	Allen, Jeffrey G	McCann, V	Shields, T	Yaffe, J	Lytte, N	Ly, P	DeCon, C	Fuller, T	Form/IDR	HR Expenses	Technology Paid
Rate Schedule Code	Billing Rate	Project Principal	Principal Project Specialist I	Engineer/Architect/Designer VII	Technical Specialist/Senior Project Manager III	Engineer/Architect/Designer IX	Technical Specialist/Senior Project Manager II	Technical Specialist/Senior Project Manager I	Project Principal	Cadd/GIS Technician V	Model Manager/Cadd/GIS Technician VI	Engineer/Architect/Designer III	Survey Technician/Construction Inspector III	Survey Manager	Survey Technician/Construction Inspector II	Survey Technician/Construction Inspector IV	Engineering Support Staff II	Engineering Support Staff IV	Form/IDR	HR Expenses	Technology Paid
TASKS																					
Equipment and Administration		4	12																16		
and Administration		12																	56		
engagement		2							12							22			22		
of Approach and Resource Review		16				8			8										48		
alignments with City																			0		
		6	34	30	0	8	0	0	20	0	0	0	0	0	0	0	22	22	142		
	\$2,400	\$12,198	\$6,919	\$0	\$2,132	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,932	\$3,946	\$0	\$0	\$0
4. Evaluation																					
and existing reports, flow and		8	8																16		
table pipeline specifications		4	12						4										36		
Technology Review Workshop		8	40						4										114	\$1,800	
Alternative Evaluations		4	20						4										68		\$20,000
Assessment and Coordination		8	16						8										58		
ment		8	16						4										52		
ations		4	4						6										36	\$1,200	
ives Evaluation TM		4	16						2										0		
																			0		
		0	40	132	8	174	0	16	24	32	0	0	0	0	0	0	0	0	426	\$3,000	\$20,000
	\$0	\$14,350	\$30,443	\$2,665	\$46,371	\$0	\$4,674	\$6,600	\$5,576	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ifications, Design and Construction																					
and insertion structure construction locations. Up to six (6)				2																	
locations are assumed.		2	4	2	8	4	4	4	24	16	4	4	4	4					80		
and construction documents for on-call contractor.		2	4	4	4	4	4	4	8	4	4	4	4	4			16		50		
modifications to existing system appearances. Two (2)				4					4										12		
upport																					
's on-call contractor to review construction plans and obtain		16		32		16			20	8	4	4	2	2	16	16			132	\$500	
comment on submittals from contractor (6 submittals are																					
also) with City and Contractor		2																			
of structural locations for contractor (assume 6)																					
its for information (RTIs) from on-call contractor																					
dings.																					
ays, provide recommendations and support for City installation																					
and ensure monitoring units (up to 6 locations) with a		2	4			12													18	\$4,500	
5-days. Provide monthly update of results.																			0		
		0	22	50	6	44	0	0	56	24	24	12	22	14	48	48	16	0	362		
	\$0	\$7,893	\$11,531	\$1,999	\$11,726	\$0	\$0	\$0	\$9,758	\$4,920	\$1,907	\$3,157	\$3,229	\$2,132	\$7,672	\$2,132	\$0	\$0	\$5,000	\$0	\$0
Assessment Activities																					
Assessment Work Plan Document and review with City		4		8	4	40	8												66		
Safety Plan for Condition Assessment		2		8		16													26		
with City and technology and field services providers		2		8		8													18		
assessment meeting with City to finalize action plan for		8		8		32													48	\$1,000	
Review of Data and Final Work Plan/Handout document and																					
ctions. Three (3) individual inspections are assumed to occur,		16	40			80		4											140	\$850,000	
no (2) days each to complete the in-pipe assessment,																			12	\$4,200	
eed to occur over a two-week period.		2	4			4		2											0		
complete data analysis; develop condition assessment findings;																			0		
		0	34	76	4	180	0	8	8	0	0	0	0	0	0	0	0	0	310	\$850,000	
	\$0	\$12,198	\$17,628	\$1,333	\$47,970	\$0	\$0	\$2,337	\$3,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200	\$5,200	\$850,000
alyze inspection data provided by Contractor. Present key		4		16		16			12										48		
press meeting		2		8		16													46		
valuation of identified structural defects in comparison to		2		8		16													46		
ions for capital improvements, pipeline modifications, and an		4		16		16	4		4										46		
ents based on the findings.		2	4	8		8	2		2										26	\$1,200	
ations Workshop																					
vement Project schedules and Engineers' Opinion of Probable		2		4	4	8	3		16	8	8	8							53		
"CC" cost estimates. Cost estimates will be AACE Level 5.																			6		
ules will be developed in conjunction with future pump station																					
alues factors and City risk model for forcemans.		2	2	2		2															
ion Assessment Findings and Recommendations Report		2	8	24	4	24	2		4	16									84		
ort and Implementation Plan for recommendations		4		4		4	2												14		
																			0		
		6	30	82	12	94	13		22	32	8	8	0	0	0	0	0	0	323	\$1,200	\$0
	\$2,400	\$10,763	\$18,911	\$3,998	\$25,051	\$3,998	\$3,998	\$4,674	\$6,800	\$5,576	\$1,640	\$1,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Exhibit A - HDR Engineering, Inc. 2026 Hourly Billing Rates
Effective through 12/26/2026

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

Description	Billing Rate/Hour
Project Principal	\$400
Principal Project Manager/Senior Technical Specialist II	\$375
Principal Project Manager/Senior Technical Specialist I	\$350
Technical Specialist/Senior Project Manager III	\$325
Technical Specialist/Senior Project Manager II	\$300
Technical Specialist/Senior Project Manager I	\$285
Project/Design Manager V	\$265
Project/Design Manager IV	\$245
Project/Design Manager III	\$220
Project/Design Manager II	\$195
Project/Design Manager I	\$175
Engineer/Architect/Designer X	\$275
Engineer/Architect/Designer IX	\$260
Engineer/Architect/Designer VIII	\$240
Engineer/Architect/Designer VII	\$225
Engineer/Architect/Designer VI	\$210
Engineer/Architect/Designer V	\$190
Engineer/Architect/Designer IV	\$170
Engineer/Architect/Designer III	\$155
Engineer/Architect/Designer II	\$140
Engineer/Architect/Designer I	\$130
Cadd/BIM Manager II	\$250
Model Manager II/Cadd/BIM Manager I	\$225
Model Manager I/Cadd/GIS Technician VII	\$200
Cadd/GIS Technician VI	\$185
Cadd/GIS Technician V	\$170
Cadd/GIS Technician IV	\$155
Cadd/GIS Technician III	\$140
Cadd/GIS Technician II	\$120
Cadd/GIS Technician I	\$100
Environmental/Water Quality Scientist/Modeler V	\$250
Environmental/Water Quality Scientist/Modeler IV	\$210
Environmental/Water Quality Scientist/Modeler III	\$180
Environmental/Water Quality Scientist/Modeler II	\$150
Environmental/Water Quality Scientist/Modeler I	\$120
Survey Manager	\$225
Construction Manager II	\$250
Construction Manager I	\$235
Survey Technician/Construction Inspector VI	\$215
Survey Technician/Construction Inspector V	\$180
Survey Technician/Construction Inspector IV	\$160
Survey Technician/Construction Inspector III	\$140
Survey Technician/Construction Inspector II	\$125
Survey Technician/Construction Inspector I	\$100
Public Involvement/Communications/Graphic Designer V	\$250
Public Involvement/Communications/Graphic Designer IV	\$210
Public Involvement/Communications/Graphic Designer III	\$175
Public Involvement/Communications/Graphic Designer II	\$150
Public Involvement/Communications/Graphic Designer I	\$125
Engineering Support Staff V	\$190
Engineering Support Staff IV	\$175
Engineering Support Staff III	\$150
Engineering Support Staff II	\$130
Engineering Support Staff I	\$110
Admin Assistant	\$95

Direct Expenses

Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	*HDR CURRENT ANNUAL RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

*Fleet Vehicle Mileage - determined based on HDR current annual rate, effective 7/1/25, annual rate is 88 cents *(subject to change)