

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR JACMO 30% DESIGN (RFQ NO. \_\_\_\_\_)**

**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 Jacomo 30% Design (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"):

*Jacomo 30% Design 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 Nine Hundred Fifty Thousand Seven Hundred Seventy Dollars (\$950,770.00), 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 Nine Hundred Fifty Thousand Seven Hundred Seventy Dollars (\$950,770.00).
  
- 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 June 30, 2026***

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: Kyle Sims  
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.

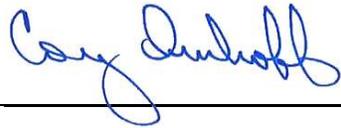
**THIS AGREEMENT** shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**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**  
**Jacomo Basins Pump Station Design Phase Services**  
Updated 1/23/2026

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## SCOPE OF SERVICES

This scope describes HDR's services to be provided to support the City in the preliminary/30% design of the sanitary sewer system serving the development area generally bounded by I-470, Colbern Road, the Jackson County Parks property at Lake Jacomo and the tracts immediately north of Strother Rd, as described in the preliminary engineering report (PER). These include the following:

- Two pump stations and two associated excess flow holding basins (EFHBs), located on separate sites.
  - Leinweber Road Pump Station and EFHB.
  - Strother Road Pump Station and EFHB.
- Two forcemains conveying flows from the new pump stations to the City's existing system in the Maybrook Basin.
  - Leinweber Road Forcemain will be approximately 5,000 LF to convey flows under the west lake in the Maybrook Basin.
  - Strother Forcemain will be approximately 11,000 LF to convey flows under the east lake in the Maybrook Basin.
- Gravity sewer interceptors to the new pump stations (onsite only).
  - The south interceptor will be routed from the Leinweber Road Pump Station to the western edge of the pump station site.
  - The north interceptor will be routed from the Strother Road Pump Station to the western edge of the pump station site.

## Assumptions

- A. Design assumptions
- a. The 30% design will include two pump stations, two forcemains, onsite gravity sewers, and associated excess flow holding basins located as described in the Jacomo Basin Sanitary Sewer Pump Stations PER.
  - b. The 30% design documents will be developed as one package with the ability to be separated into multiple construction packages during future phases of design.
  - c. For equipment that may require pre-procurement (VFD's, transformers, switchgear, generators, pumps), HDR will develop the pump station design to the point necessary to size the equipment and develop a list of potential long lead items and the technical specifications for equipment procurement.
  - d. Facilities will be designed per the current, as version of 2026, City of Lee's Summit's Design and Construction Manual and the City's Design Guide for Wastewater Pump Station Facilities Design Criteria Attachment 6501-1
  - e. Two forcemains, one associated with each pump station and will be designed per section 3500 of the City of Lee's Summit's Design and Construction Manual.
  - f. Gravity sewers, as listed above will be designed per section 6500 – Sanitary Sewers of the City of Lee's Summit design criteria.
  - g. Gravity interceptor and sewers offsite of the pump stations sites area will not be included in the 30% design documents. They will be completed by others or included in a future



amendment to this contract. HDR will evaluate alignments to confirm potential gravity sewer depths required at each site.

- h. Utility service
    - i. Water, Electric and Gas off-site service connections will be provided to the sites by others or included in a future amendment to this contract.
    - ii. Utility services will be coordinated with the off-site connections and will be limited to routing on the pump station sites.
  - i. Development plan details necessary for design will be provided to HDR, including mass grading, utility corridors, roadway and building locations
  - j. Coordination with developer's engineer includes project meetings included during each milestone.
  - k. City will provide information on expected future roadway improvements within development area (Todd George Road) and offsite north of Woods Chapel Road.
  - l. The construction limits are planned to be outside the floodway; it is assumed it will remain so and a No-Rise or CLOMR is not required and floodplain permitting will be limited to a local floodplain development permit, if necessary. Pre-preliminary information created by SEMA will be utilized to confirm all proposed improvements are placed outside any future floodplain limits. The pre-preliminary information is being developed as part of a future remapping effort and specifically impacts this project along the East Fork Little Blue River Tributary 5.
  - m. Future design phase, beyond 30% will be added by amendment.
- B. Survey and Property acquisition
- a. Topographic and utility survey of the two pump station sites, and forcemain alignment corridors to pump station sites will be completed. It is assumed these areas will match those identified in the PER.
  - b. HDR will develop a property model for areas offsite where easements will be required for forcemains and for the PRI property boundary.
  - c. HDR will develop the permanent and temporary easement documents for areas outside PRI Development Area. Easements for 13 properties are assumed to be required for budgetary purposes.
  - d. Property and easement acquisition will be provided by the City
  - e. Easements within the development area will be the responsibility of the developer. HDR will provide linework for easements, pump station sites, and sewer line locations to be included in future site development plans and plats, to be written by developer and provided to City.
- C. City development process support
- a. Preliminary and final development plans, and preliminary and final plats will not be developed by HDR. They will be completed by the developer of the PRI area. HDR will provide boundaries of pump station and excess flow holding basin sites to be incorporated into future development plans.
- D. Permitting
- a. Field surveys and permitting will be restricted to areas impacted by the pump stations, force mains. Areas within the greater development area that are not disturbed by the City's project will not be included.
  - b. Fleming Park will not be impacted by the Project, which could trigger Section 6(f) compliance.
  - c. Permanent impacts to Waters of the United States (WOTUS) will not exceed 0.5 acres.
  - d. An (Approved Jurisdictional Determination) AJD would be submitted to USACE if only potential non-jurisdictional aquatic resources are impacted. If an authorized AJD



confirms no WOTUS impact exists within the project area, a 404 permit would not be required. If additional WOTUS permitting support is required, it will be included in a future amendment or final design services.

- e. HDR is not responsible for any permit or mitigation fees.
  - f. An allowance for a Phase 1 cultural resource assessment study is included in the scope. HDR will consult with Missouri SHPO during preliminary design to confirm if it is required. If it is requested by Missouri SHPO, HDR will provide a supplemental scope and fee.
  - g. Floodplain development permitting will not require field survey, FEMA correspondence, or modeling.
  - h. Stormwater construction permitting through the Missouri Department of Natural Resources is covered under City of Lee's Summit quarterly permit.
  - i. HDR will provide information and coordination with MDNR for hydrogeologic survey at each excess flow holding basin site, to be conducted by MDNR.
  - j. There will be no construction disturbances to Fleming Park property.
- E. Construction procurement and bidding
- a. No construction phase services are included and will be added by amendment.
  - b. HDR will support the City in determining the preferred construction procurement approach, including a workshop during this phase of the project.
  - c. A final determination of procurement approach will be made after completion of the 30% design phase.

### ***TASK 1 – Project Management***

#### **Services include:**

- A. Project management and administration (project setup)
- B. Budget and invoice management
- C. Quality Control and Project Approach and Resource Review

#### **Deliverables:**

Project Invoices

#### **Meetings:**

Monthly progress meetings (4 assumed)

### ***TASK 2 – Preliminary Design, Basis of Design Report/30% Design, and Permitting***

#### **Services include:**

- A. Facilitate project kickoff meeting with City, and up to three (3) progress meetings with City (meetings are assumed to be in person).
- B. Facilitate up to two (2) review meetings with developer and other stakeholders (meetings are assumed to be in person).

#### **Design Flows, Hydraulic Model Update, and Facility Sizing Confirmation**

- A. Update land use projections and design flows based on most recent planning information provided by City.
- B. Updated pump station and holding basin design sizing and confirm forcemain sizing.
- C. Update hydraulic model for design flows and confirm flows to each portion of downstream system. Compare to previous modeling and confirm impacts to sewer lines under Lakewood Lake for the City's level of service design storm.
- D. Confirm design sizing of facilities with City.



### Site and Topographic Survey

- A. Control and benchmark survey.
- B. Perform Topographical and Utility Survey of two pump station sites, and forcemain alignment corridors as outlined in the PER.
- C. Develop a property model for the boundary of the PRI Development Area and for areas offsite where easements will be required for forcemains.
- D. Stake soil and boring locations for geotechnical subconsultant.
- E. Develop permanent and temporary easement descriptions and exhibits for offsite forcemain easements (outside of PRI Development Area).
- F. Coordinate with Developer on property boundaries, utility easements coordination, and site boundaries and survey file and development file sharing.

### Geotechnical survey

- A. Utilize subconsultant to perform geotechnical investigations. Subconsultant will perform up to fifteen (15) soil borings to fifteen (15) feet in depth or to refusal. Rock coring to be included at up to four (4) locations. A piezometer will be installed at one boring at each of the two (2) EFHB areas to monitor groundwater levels and testing of two (2) in-situ samples for use as a clay liner and detail findings within a draft geotechnical report. Engineer will review and provide comments to the report. Subconsultant to address comments provided and develop a final geotechnical report.

### Basis of Design Report (BODR)

- A. Preliminary Design for Pump Stations and Excess Flow Holding Basins
  - a. Finalize locations of pump station sites within the PRI Area with the developer.
  - b. Confirm site layout and access.
  - c. Design/Hydraulic Calculations for the pump stations, forcemains and interceptors
  - d. Obtain preliminary proposals for equipment with vendors.
  - e. Update conditions and size from PER in Basis of Design Report (BODR).
- B. Preliminary Design for Forcemains and On-Site Gravity Sewers
  - a. Confirm anticipated forcemain alignment corridors within PRI Area in coordination with City and developer's engineer.
  - b. Develop preliminary alignments of forcemains outside of PRI Area.
  - c. Define extents of sewers anticipated to be constructed by City vs. developer constructed sewers.
  - d. Evaluate sewer service upstream of pump station sites to establish necessary depth of manholes at pump station sites.
  - e. Contact known utility companies, and relevant regulatory agencies. The Engineer will attempt to meet with representatives of these agencies to discuss potential conflicts and considerations that affect the proposed alignment. Provide documentation of the interactions with these agencies.
- C. Preliminary Electrical One-Line Diagrams
- D. Preliminary Process and Instrumentation Diagrams
- E. Prepare and Opinion of Probable Cost (AACE Class 3)
- F. Develop 30% Design Drawings
- G. Develop Specification List
- H. Review with City, Developer and MDNR

### Permitting

- A. Permitting (pump stations and sewer lines)
  - a. Section 404/401 Permitting

- i. Based on results from the PER, WOTUS may be within the project limits. If WOTUS would be impacted through the placement of fill, dredging, or any other work, a U.S. Army Corps of Engineers (USACE) Section 404 Nationwide Permit and a Section 401 Water Quality Certification will be required. As such, HDR will conduct a wetland delineation by two experienced environmental scientists. They will delineate the project footprint/anticipated construction limits in accordance with the USACE 1987 wetland delineation manual and Midwest regional supplemental delineation manual. Photo documentation will be provided to include a photo log and corresponding description of each photo. HDR will prepare a written delineation report consisting of an introduction and project overview, regulatory, methods, results, and impacts sections. Supporting appendices will include USACE wetland determination data sheets, figures, photo log, and antecedent precipitation tool results.
  - ii. Based on the wetland delineation results, if only potential non-jurisdictional aquatic resources may be impacted by the project an approved jurisdictional determination (AJD) could be submitted to avoid 404 permitting and Section 106 clearance. If the City elects to submit an AJD, HDR will submit an AJD package to USACE that includes Engineering Form 6247, AJD limits figure, and delineation report.
  - iii. If WOTUS will be impacted a 404 Nationwide Permit package would be prepared consisting of a cover letter, USACE Engineering Form 6082, design plans, wetland delineation report, and agency consultation.
- b. Protected Species
  - i. More than a year has passed since the PER was completed and the U.S. Fish and Wildlife Service (USFWS) and Missouri Department of Conservation (MDC) would need be reconsulted. HDR will informally consult the USFWS through their Information Planning and Consultation (IPaC) tool. MDC would be consulted through their Natural Heritage Review (NHR) tool. IPaC and NHR results documentation would be provided to USACE for their 404 permit review.
- c. Section 106 Clearance
  - i. The PER identified several archaeological sites throughout the project area that are undetermined for eligibility on the National Register of Historic Places (NRHP). If the project requires a 404 permit, the project will need Section 106 clearance from the Missouri State Historic Preservation Office (SHPO). HDR will submit a review and compliance form to SHPO that would include a location figure and design plans.
- d. Floodplain Permitting
  - i. The PER identified 100-year floodplains within the project area. HDR will complete and submit a floodplain development permit to City of Lee's Summit at final design for the required area.
- e. MDNR Hydrogeological Survey
  - i. HDR will provide information and coordination with MDNR for geohydrologic evaluation at each excess flow holding basin site, to be conducted by MDNR.
- f. MDNR Excess Flow Holding Basin Preliminary Permitting
  - i. Prepare Business Case Evaluation for MDNR documenting the decision to utilize excess flow holding basins and the type of holding. Include comparative level cost estimates for buried or above ground tank storage or conveyance of all flows.

### Project Delivery Method Planning

- A. Facilitate a workshop to review best practices, HDR experience, and project specific factors related to a potential Construction Manager at Risk (CMAR) procurement approach for the project.
- B. Develop up to three (3) project schedule scenarios to evaluate contractor procurement method approaches.
- C. Determine the appropriate contracting method for delivery of the construction phase of the project based upon the schedule coordination with the City and the developer.

### **Deliverables:**

- A. Meeting Summaries for kickoff and review meetings with the City and coordination meetings with the developer
- B. Basis of Design Report
  - a. Including Class 3 OPCC
  - b. Holding Basin Business Case Evaluation
- C. 30% Drawings
- D. Specification list
- E. Offsite easements for forcemain
- F. Geotechnical report
- G. Permitting
  - a. Wetland delineation report
  - b. AJD package
  - c. 404 NWP package
  - d. Authorized 404 NWP
  - e. Missouri SHPO Review and Compliance Form
  - f. Missouri SHPO Clearance letter
- H. Procurement best practice project schedule alternatives.

### **Meetings:**

- A. Project Kickoff meeting
- B. Three (3) Progress review meeting
- C. Two (2) Coordination meeting with developer
- D. One (1) Review meeting with MDNR
- E. Project procurement best practices workshop

### ***TASK 3 –60% and 90% Design***

**TO BE ADDED BY CONTRACT AMENDMENT AT A LATER DATE.**

### ***TASK 4 –Final Design***

**TO BE ADDED BY CONTRACT AMENDMENT AT A LATER DATE.**

### ***TASK 5 –Bid Phase***

**TO BE ADDED BY CONTRACT AMENDMENT AT A LATER DATE.**

### ***TASK 6 –Construction Phase Services***

**TO BE ADDED BY CONTRACT AMENDMENT AT A LATER DATE.**



## HDR Engineering, Inc. 2026 Hourly Billing Rates

Effective through 12/31/2026

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.

<b>Description</b>	<b>Billing Rate/Hour</b>
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)