



## Board of Aldermen Request for Action

**MEETING DATE:** 3/3/2026

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1556, Agreement with HDR for preliminary design for the wastewater treatment plant expansion.

---

### **REQUESTED BOARD ACTION**

A motion to approve Resolution 1556, authorizing the mayor to sign an agreement with HDR Engineering for preliminary design for the wastewater treatment plant expansion.

### **SUMMARY**

The wastewater plant has a rated capacity of 1.125 million gallons / day (MGD). Current average daily flow is around 1 MGD. As has been discussed with the board, future growth, approved plats and development plans will exceed the plant's capacity.

This project will increase the wastewater treatment plant capacity by constructing a new SBR, UV disinfection and associated electrical upgrades. The estimated cost is upwards of \$7 million.

At the Boards work session on January 20, 2026, it was presented to use Construction Manager At Risk (CMAR) for the wastewater treatment plant expansion project. The CMAR process would begin with the selection of an engineer to complete a 20-30% design. A RFQ for a CMAR / Contractor would then be developed and issued. The 20-30% design provides the CMAR an understanding of the project scope and scale. Upon selection of the CMAR, the contractor will work with the engineer and City, reviewing for constructability issues, schedule, and costs. The CMAR would bid project packages, electrical, mechanical, and civil and put together a GMP (Guaranteed Maximum Price) for the project. The bids the CMAR receives from its sub-contractors are all available for the City to review.

HDR is completing the facility plan for the wastewater treatment plant which will be used to apply for the State Revolving Loan Fund (SRF). This program provides public entities with low interest funding for construction projects.

### **PREVIOUS ACTION**

Discussion of CMAR and need for plant expansion at work session January 20, 2026. This project is included in the CWWS Capital Improvement Plan.

**POLICY ISSUE**

Maintaining infrastructure

**FINANCIAL CONSIDERATIONS**

Design for this project is included in the CWWS CIP in 2026.

**ATTACHMENTS**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance                           | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution               | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report                        | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Agreement / Scope |                                   |

## RESOLUTION 1556

### A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH HDR ENGINEERING FOR PRELIMINARY DESIGN FOR THE WASTEWATER TREATMENT PLANT EXPANSION

**WHEREAS**, the City operates and maintains the wastewater treatment plant; and

**WHEREAS**, with the growth of the community, the wastewater treatment is plant is nearing the plant's capacity to be able to meet the City's wastewater treatment requirements and will need to be expanded; and

**WHEREAS**, HDR has provided a scope for the preliminary engineering for the wastewater plant expansion in an amount of \$122,955.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:**

**THAT** the agreement with HDR for preliminary engineering for the wastewater treatment plant expansion project in an amount of \$122,955 is hereby approved in substantially the form attached hereto as **Exhibit A**, incorporated into this resolution as if fully set forth herein, and the Mayor is authorized to execute the same on behalf of the City.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3<sup>rd</sup> day of March, 2026.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between City of Smithville, Missouri (“OWNER”) a municipality with principal offices at 107 West Main Street, Smithville, MO 64089, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Smithville Waste Water Treatment Plant Phase 1 Design (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Time and Materials with a not-to-exceed amount of One Hundred Twenty-Two Thousand Nine Hundred Fifty-Five Dollars (\$122,955.00) Time and Materials shall mean actual labor hours at the rates included in Exhibit A (Direct Labor Costs times a factor of 3.2), to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. The Hourly Rate Schedule will be updated annually each January with no change to the not-to-exceed amount provided the Scope of Services does not change.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Smithville, Missouri  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY: Cory Imhoff  
\_\_\_\_\_

NAME: Cory Imhoff, PE

TITLE: Senior Vice President

ADDRESS: 10450 Holmes Rd, Ste 600  
Kansas City, MO 64131

**EXHIBIT A**

**SCOPE OF SERVICES**



**City of Smithville, MO**  
**Wastewater Treatment Plant - Phase 1 Improvements**  
**Scope of Services - Preliminary Design and CMAR Selection and On-Boarding Services**

**Task 1 – Preliminary Design Phase**

1. Hold in-person preliminary design phase kickoff meeting to review draft Facility Plan and recommendations prepared by HDR. Confirm objectives, goals, procedures, project schedule, project staffing and communication protocols. Prepare and distribute meeting summary.
2. Identify and submit a project information request. Review and file received information.
3. Prepare preliminary construction sequencing schedule. Schedule will be based on CMAR delivery method. It is assumed a guaranteed maximum price (GMP) will be finalized at the 90% design milestone and there will be up to two (2) GMP packages for the scopes of work below. It is assumed CMAR will utilize HDR's milestone-based deliverables to create GMP bid package deliverables.
  - a. GMP Package #1: Long Lead Equipment
  - b. GMP Package #2: Balance of Work
4. Prepare presentation material and hold in person Preliminary Design Workshops. Submit meeting summary for each workshop held. The following workshops are included in this scope:
  - a. Workshop #1 Alternative Screening / Criteria Definition (up to two alternatives each can be evaluated for the SBR and for the miscellaneous improvements for a total of four alternatives)
  - b. Workshop #2 SBR No. 4 Addition / Miscellaneous Improvements (Site Electrical and Headworks Screenings Management)
5. Perform floodplain / floodway extents evaluation. Assumes all new structures associated with proposed improvement will be elevated to or above the 500-year elevation or floodproofed. Prepare and submit floodplain development permit application.
6. Missouri Department of Natural Resources (MDNR) / State Revolving Fund (SRF) coordination throughout phase. Includes up to two virtual meetings with MDNR staff.
7. Support operating permit development for Phase 1 improvements through public notice process. Includes up to three (3) virtual meetings with MDNR.
8. Complete project calculations for applicable unit processes for Phase 1 project scope.
9. Perform preliminary equipment coordination and obtain proposal requests. Equipment proposals will be obtained for major process equipment improvements as outlined in HDR's draft Facility Plan. Confirm the ability of "named" manufacturers to meet Build America Buy America (BABA) SRF requirements.
10. Identify long lead equipment items and potential sole source scopes and obtain approval from City. Prepare SRF sole source procurement letters for up to one (1) equipment item as required for issuance to MDNR for approval.
11. Perform coordination with off-site power utility to support proposed Phase 1 improvements.
12. Develop Engineer's Opinion of Probable Construction Cost (EOPCC) based on Class 2 (-15% to +20%) estimating guidelines per AACE International.
13. Develop Engineer's Opinion of Additional Operations and Maintenance (O&M) Cost associated with proposed improvements. Scope includes additional power, chemical, repair and replacement costs. It is assumed no additional labor will be required to support the Phase 1 WWTF

improvements scope. This information will be added by the City to their current annual O&M costs for facilities that are to remain after the proposed improvements are complete.

14. Compile task items into draft Basis of Design Report (BODR) for internal QC. Submit completed draft BODR for City review. Provide up to four (4) hard copies and electronic copy for review.
  - a. BODR Exhibits (process flow schematic, conceptual hydraulic profile, system architecture diagram, SBR #4, site piping, site electrical, SBR #4 process plan)
15. Hold in person workshop with City to review draft BODR.
16. Hold virtual workshop to review City comments.
17. Address City comments and finalize BODR and submit document to MDNR.
18. Hold monthly virtual project meetings during preliminary design phase or seven (7) months.
19. Project management and administration for preliminary design phase:
  - b. Prepare project instructions, management, quality and safety plans.
  - c. Hold internal Project Approach and Resource Review.
  - d. Provide a progress report to accompany each invoice. Up to seven (7) invoices are anticipated. The progress report shall include a summary of work completed and a summary of potential scope adjustments.
  - e. Provide project management and administration for up to seven (7) months following Notice to Proceed.
  - f. Complete internal record filing procedures and confirm Preliminary Design Phase completion with City.

Deliverables - The following deliverables are included as part of preliminary design:

- a. Agendas and meeting notes for City and MDNR meetings (PDF format)
- b. Basis of Design Report (BODR)
- c. EOPCC
- d. Engineer's Preliminary Opinion of Additional O&M costs
- e. The following items will be completed during this phase but are not included as formal deliverables to the City: process calculations and equipment vendor correspondence

## **Task 2 – CMAR Selection and On-Boarding Services**

1. Conduct a Construction Manager at Risk (CMAR) Procurement Workshop to discuss procurement documents, meetings, contracts, and proposed schedule.
2. Develop CMAR Request for Qualifications (RFQ) documents, subject to the City's approval. The RFQ documents will include, at a minimum, the Announcement and/or Advertisement of Intent to Request CMAR Qualifications; the RFQ, including selection criteria for shortlisting; and information to assist the City in shortlisting process. Provide one (1) electronic PDF copy of draft RFQ to the City for advertisement.
3. Conduct a pre-submittal meeting(s) for interested respondents. Submit one (1) electronic PDF copy of the meeting summarizing attendees, questions from respondents and answers provided to respondents.
4. Assist the City in response to questions from respondents and publish answers in addenda to RFQ, after review and approval by the City. Report progress to the City.
5. Assist the City in evaluation of CMAR qualifications including review of each submitted Statement of Qualifications (SOQ) for conformance with the RFQ and evaluate each respondent's

qualifications for the project (up to 5 qualifications packages anticipated). Summarize the information contained in the qualification statements and distribute to the City. Assist the City in evaluating qualifications and in shortlisting up to three (3) CMAR contractors to invite to submit proposals. If necessary, notify respondents of the City's actions on the recommendations for shortlisting.

6. Assist the City in development of the draft CMAR contract documents using the CMAA form of agreement or other approved form. The contract documents will include at a minimum:
  - a. Standard Form of Agreement Between City and Construction Manager (CMAA Document CMAR-1) for the following phases:
    - Phase I - CMAR Services through development of GMP
    - Phase II - CMAR Construction Services
    - General Conditions of the Construction Contract (CMAA Document CMAR-3)
    - Necessary City Insurance Requirements
7. Develop CMAR Request for Proposals (RFP) documents, subject to the City's approval. The RFP documents will include, at a minimum, instructions to proposers, including proposal evaluation and selection criteria; the Proposal Form, the Agreement Form, Bond Forms (if required), and General and Special Conditions of the Design-Builder contract.
8. Assist the City with scheduling and facilitating formal interviews with the shortlisted CMAR contractors. Participate on selection committee as non-voting member including support for the City in evaluation of the CMAR proposals and interviews based on the selection criteria. Provide one (1) electronic PDF copy of the City deliberations and record votes.
9. Assist the City in presenting the recommendation to the City Council. Assist the City in taking appropriate action on the recommendation including facilitating negotiation of the CMAR contract with the selected respondent. The CMAR Procurement Phase will be considered finished upon the execution of the CMAR contract by the parties or by the cessation of negotiations by the parties.
10. SRF coordination throughout CMAR on-board phase. Cultural survey and field site investigations excluded. Archaeological assessments excluded.

Deliverables - The following deliverables are included as part of this phase:

- Agendas and meeting notes for CMAR meetings (PDF format)
- CMAR RFQ
- Responses to CMAR questions submitted by the City to HDR (assumes up to 100 questions total requiring responses)
- CMAR Qualifications Summary
- Draft CMAR Contract
- CMAR RFP

Scope Exclusions - The following items are excluded from the preliminary design phase scope:

- Structural scanning
- Site survey
- Geotechnical services (separate authorization required)
- Flood hydraulic analysis as well as the following:
  - Conditional letter of map revision (CLOMR)

- Letter of map revision (LOMR)
- Conditional letter of map revision- based on fill (CLOMR-F)
- Letter of map revision- based on fill (LOMR-F)
- Influent and effluent data analysis (completed in prior Facility Planning phase)
- SRF Application (completed under On-Call contract)
- SRF Clearance Letters, EID and Public Hearing presentations (completed in prior Facility Planning phase)
- Biowin model
- Value-Engineering (if required will be performed under subsequent final design phase)
- MDNR Construction Permit
- City or County Building Permits

**Schedule:**

The following is a preliminary project schedule based on an anticipated Notice to Proceed being provided by the City in March 2026:

120 days from NTP

<i>Description</i>	<i>Days from Notice to Proceed</i>
Task 1 – Preliminary Design Phase	120
Task 2 – CMAR Selection and On-Boarding Services	150

**Clarifications/Assumptions:**

1. Permitting costs are expected to be covered by the City and are excluded from HDR's fee.
2. Assumes City building permit is applied for by awarded CMAR Contractor.
3. Updated capital and O&M opinions of cost will be provided to City's Financial Consultant for coordination with MDNR SRF staff.
4. Subsequent design phases (i.e., 30%, 60%, 90%, IFC), construction phase services, and post-construction services are excluded.

**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.

<b>Description</b>	<b>Billing Rate/Hour</b>
Senior Technical Specialist/Project Principal	\$340
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)



Client Name: City of Smithville, Missouri  
 Project: WWTP Phase 1 Improvements  
 Scope and Fee Estimate - 2/19/26

Staff Name	Farrow, E	Coleman, B	Duckworth, C	Thomson, A	Guin, R	Hardee, R	Wiebelhaus, M	Ferguson, R	Schneider, J	McCann, V	Wilds, D	Witte, N	Dady, C	Rosser, C	Pirtle, L	Boyd, T	Silva, D	Kempf, P	Reuss, B	Schmeling, T	DeCou, C	Geha, L	Bunch, D	Adams-Weber, J	Carani, D	Total				
	Rate Schedule Code	Technical Specialist/Project Principal	Project/Design Manager V	Engineer/Architect/Designer V	Model Manager II/Cadd/BIM Manager I	Engineer/Architect/Designer IX	Engineer/Architect/Designer VIII	Engineer/Architect/Designer I	Cadd/GIS Technician VI	Engineer/Architect/Designer III	Engineer/Architect/Designer I	Engineer/Architect/Designer VIII	Engineer/Architect/Designer VI	Engineer/Architect/Designer II	Cadd/GIS Technician VI	Engineer/Architect/Designer VI	Engineer/Architect/Designer X	Engineer/Architect/Designer I	Cadd/GIS Technician IV	Model Manager I/Cadd/GIS Technician VII	Engineering Support Staff II	Engineering Support Staff II	Senior Technical Specialist/Project Principal	Senior Technical Specialist/Project Principal	Technical Specialist/Senior Project Manager II					
	Billing Rate	\$195	\$340	\$265	\$190	\$225	\$260	\$240	\$130	\$185	\$155	\$130	\$240	\$210	\$140	\$185	\$210	\$275	\$130	\$155	\$200	\$130	\$130	\$340	\$340		\$300			
TASKS																														
<b>Task 1 - Preliminary Design Phase</b>																														
1 Kick-off Meeting (in person)	4		1	2									2														11	\$200	\$2,725	
2 Project Information Request	4			4																							8		\$1,540	
3 Prepare preliminary construction phasing schedule	4																										4		\$780	
4 In Person Workshops (2 workshops)	8		2	4									4														18	\$200	\$3,890	
5 Confirm site 100 and 500-year design flood elevation <sup>(1)</sup>						4																					4		\$1,040	
6 MDNR / SRF Coordination	4																										12		\$3,180	
7 Support operating permit development for Phase 1 improvements, up to 3 virtual meetings	4		4																							8			\$3,840	
8 Prepare project calculations	1	1	2	12																							16		\$3,345	
9 Perform preliminary equipment coordination, obtain proposal requests	2		2	18																							22		\$4,340	
10 Identify long lead equipment items	1												2	2													5		\$895	
11 Coordinate with Off-Site Utilities for Expansion Needs													2	2													4		\$700	
12 Update Engineer's Opinion of Probable Construction Cost <sup>(4)</sup>	4					2				6	2		6	2			2							1			23		\$4,600	
13 Prepare preliminary Engineer's Opinion of Additional O&M Cost	1			4																							7		\$1,235	
14 Submit Basis of Design Report (BODR) <sup>(2)</sup>	8		2	24		2				2	2		1	3			2										51	\$28	\$9,768	
a Prepare exhibits <sup>(3)</sup>	7	4	10	32	18				4			1	4	6	2	2	4	10	12	6							122		\$24,415	
15 In Person Workshop with City to review draft BODR	4		1	4									2														13	\$200	\$3,105	
16 Virtual Workshop to review Owner comments	2			4																							6		\$1,150	
17 Address City Comments/Finalize Design Memorandum / Submit to MDNR	4			8			1							4													17		\$3,100	
18 Recurring project meetings (7 months)	7			7				7					7				4										39		\$7,123	
19 Project management and administration	16																				12	12	8	0	8		48		\$8,999	
Subtotal Hours	85	5	24	123	18	4	5	7	4	15	4	1	30	19	2	2	12	10	12	6	16	12	14	0	8		438		\$87,142	
Subtotal Dollars	\$16,575	\$1,700	\$6,360	\$23,370	\$4,050	\$1,040	\$1,200	\$910	\$740	\$2,325	\$520	\$240	\$6,300	\$2,660	\$370	\$420	\$3,163	\$1,300	\$1,860	\$1,200	\$2,100	\$1,580	\$4,760	\$0	\$2,400		\$628		\$87,770	
<b>Total Task 1</b>																														
<b>Task 2 - CMAR Selection and On-Boarding Services</b>																														
1 Conduct in-person Construction Manager At-Risk Procurement Workshop	4		4																		8			2			18	\$200	\$3,760	
2 Develop Construction Manager At-Risk Request for Qualifications documents	4		1																		8		1	4			18		\$3,785	
3 Conduct in-person pre-submittal meeting(s) for interested respondents	4		4																				4				12	\$200	\$3,400	
4 Assist the City in response to questions from respondents and publish answers in addenda to RFQ	4		2																		2		1	2			11		\$2,590	
5 Assist City in evaluation of CMAR qualifications including review of each submitted Statement of Qualifications (SOQ)	4		4																		2			8			18		\$4,820	
6 Assist the City in development of the draft CMAR contract documents	4		2																		8		1	8			23		\$5,410	
7 Develop Construction Manager At-Risk Request for Proposals documents	4		2																		4		1	4			15		\$3,530	
8 Assist the City with scheduling and facilitating formal interviews with the shortlisted CMAR contractors	8		2																					1			11		\$2,430	
9 Assist the City in presenting the recommendation to the City Council	8		2																		2			1			14		\$3,030	
10 SRF Coordination	8		2																					1			11		\$2,430	
Subtotal Hours	52	0	25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	0	4	36	0	36		151		
Subtotal Dollars	\$10,140	\$0	\$6,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,420	\$0	\$1,360	\$12,240	\$0	\$400		\$89		\$35,185
<b>Total Task 2</b>																														
Total Hours	137	5	49	123	18	4	5	7	4	15	4	1	30	19	2	2	12	10	12	6	50	12	18	36	8		589			
Total Billing Amount	\$26,715	\$1,700	\$12,985	\$23,370	\$4,050	\$1,040	\$1,200	\$910	\$740	\$2,325	\$520	\$240	\$6,300	\$2,660	\$370	\$420	\$3,163	\$1,300	\$1,860	\$1,200	\$6,520	\$1,580	\$6,120	\$12,240	\$2,400		\$1,028		\$122,955	

Assumptions:

ated Project \$122,955

**EXHIBIT B**

**TERMS AND CONDITIONS**

## Exhibit B

# HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

### 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice .

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice -to-proceed, or like document.

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

**23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition .

**24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

**THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees**

and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to:

§558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).