

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
LEIDOS ENGINEERING, LLC.

THIS AGREEMENT (hereinafter “Agreement”) between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”) and Leidos Engineering, LLC, with its principal place of business at 1250 N. Pontiac Trail, Walled Lake, MI 48390, (hereinafter “Consultant”) is entered into on the date of the last signatory noted below (the “Effective Date”). City and Consultant are each individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional engineering services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with the Standard of Care as set forth in 1. Services and Performance Standards.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.
 - a. Scope of Services. The scope of services involves engineering services to complete Perform an Arc Flash Analysis for the Municipal Power Plant, Biogas Plant, and Columbia Energy Center (hereinafter “Project”). The Project is more fully described in Consultant’s **Proposal for Arc Flash Analysis**, dated April 28, 2025, (hereinafter “Consultant’s Proposal”) which is attached as Exhibit A and incorporated herein.
 - b. Prior to beginning any work on Project, Consultant shall resolve with City any perceived ambiguity in Project. City shall issue a written notice to proceed. Consultant shall not prepare a written report unless the City directs Consultant to do so.
 - c. Consultant shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of professional practices in effect at time of performance (hereinafter “Standard of Care”). NO OTHER REPRESENTATION,

EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PERFORMANCE OF THE SERVICES PROVIDED. If Consultant fails to meet the foregoing standards, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with the above standard.

d. Schedule. On or after the Effective Date, the City shall issue the notice to proceed and Consultant shall proceed in accordance with the timeline contained in Exhibit A. Services shall be started within 10 calendar days of Notice to Proceed and completed within **270** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the ENGINEER.

2. Addition or Deletions to Services. City may add to Consultant's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities only upon the written direction of City. All such directives and changes shall be in written form and prepared and approved by the Parties. There shall be no change in the Schedule of Work unless specifically identified and agreed to by Consultant and City at the time such services are added or deleted.
3. Exchange of Data. All information, data, and reports in City's possession and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services.
4. Personnel. Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. Such personnel shall not be employees of or have any contractual relationship with City, except as employees of Consultant. All of the services required hereunder will be performed by Consultant or under Consultant's direct supervision. All Consultant's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City, which approval shall not be unreasonably withheld.
5. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Project.
6. Costs not to Exceed. Pursuant to Consultant's Proposal contained in Exhibit A attached hereto, the Parties have established a time and materials estimate of **Ninety-Three Thousand Seven Hundred Sixty and No Cents (\$93,760.00) (\$17,556 CEC, \$11,704 Biogas, \$64,500 MPP)** for Consultant's services as outlined in this Agreement. Such amount shall not be exceeded without prior written authorization of the City. Should Exhibit A allow

Consultant to charge expenses, the Parties have established a maximum sum of Zero Dollars (\$0.00) for Consultant's expenses as outlined in this Agreement.

7. Payment.

a. Consultant may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed.

b. Conditioned upon acceptable performance. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, City agrees to pay Consultant in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to Consultant for services rendered under this Agreement, City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

c. City shall have twenty (20) days from the date of receipt of the invoice to register City's disapproval of the work billed on that invoice. Following Consultant's receipt of said disapproval, Consultant shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, Consultant shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

d. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Consultant for the services rendered. City shall pay Consultant within thirty (30) days of receipt of an invoice, unless the work billed on the invoice has been disapproved.

8. Termination of Agreement.

a. Termination for Breach. Failure of Consultant to fulfill Consultant's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and City shall thereupon have the right to immediately terminate this Agreement. City shall give seven (7) days written notice of termination to Consultant by one of three different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to Consultant; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In case of termination for breach of this Agreement, Consultant shall be paid for completed and acceptable services performed up to the date of termination. In the event of termination for breach,

City, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by Consultant under this Agreement prior to the date of termination. Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of this Agreement by Consultant.

b. Termination for Convenience. City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City, and Consultant shall immediately stop work. In such event City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, City, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by Consultant under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at City's own risk and without any liability to Consultant. Anticipatory profits and consequential damages shall not be recoverable by Consultant.

c. Termination for Cause by Consultant. Consultant may terminate this Agreement if the City fails to pay Consultant's undisputed invoices within the time period specified in this Agreement or commits any other material breach of the City's obligations under this Agreement, and such breach continues uncured for a period of thirty (30) days following the City's receipt of Consultant's written notice of such breach.

9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by Consultant in the performance of its obligations under the resulting contract (collectively "Work Product") shall remain the property of Consultant. Upon receipt of payment by Consultant, the City shall gain ownership of all tangible or electronic versions of any Work Product prepared under the resulting contract with the intent of being furnished to, and ultimately delivered to the City ("Deliverables"). The City shall not gain ownership of any intellectual property of Consultant that was used to create or is otherwise embodied in the Work Product. Consultant shall grant to the City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes, such Consultant intellectual property as is necessary for City to make the agreed use of the Deliverables under the resulting contract. To the extent allowed by law, City agrees to defend and indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising

out of any reuse or modification of the Deliverables by the City or any person or entity that acquires or obtains the Deliverables from or through the City.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) Consultant has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by Consultant in the performance of Services or not, at any time and without limitation, and (ii) Consultant retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that Consultant incorporates pre-existing work into a derivative work for City, Consultant will retain ownership of such derivative work and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from Consultant."

10. Insurance. Consultant shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, and with the exception of Professional Liability, Workers' Compensation & Employers Liability, endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Consultant is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers' Compensation & Employers Liability. Consultant shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. Consultant shall maintain Commercial General Liability at a limit of \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. Consultant shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event

Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Professional Liability. If the Scope of Services require the work of a licensed professional, Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of \$1,000,000 per claim and \$2,000,000 aggregate. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Consultant agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

e. Consultant may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability. Consultant agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

f. With the exception of Professional Liability, Workers' Compensation & Employers Liability, The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Consultant and City. Consultant is required to maintain coverages as stated and required to notify City of a material change within thirty (30) business days.

g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.

i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Consultant

and/or Consultant's employees and/or Consultant's subcontractors in the performance of this Agreement.

11. **Conflicts.** No salaried officer or employee of City and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
12. **Assignment.** Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of City thereto. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement, though City will attempt to so notify any such assignee.
13. **Compliance with Laws.** Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
14. **Employment Of Unauthorized Aliens Prohibited.** Consultant agrees to comply with Missouri State Statute section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require each subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
15. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not City's employee for

all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and City, and City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Columbia, its directors, officers, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any negligent act of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.
17. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
18. **Limitation of Liability.** Notwithstanding any other provision of this Agreement to the contrary, the liability of either Party and to all entities having contractual relations with either Party in connection with this Agreement, for any claim whatsoever related to this Agreement, including any cause of action in contract, tort or strict liability, and including any obligations to indemnify the other Party as set forth in this Agreement, shall not exceed the value of two (2x) times the Task order under which the liability arises.
19. **Waiver of Consequential Damages.** Neither Consultant nor the City nor either Party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other Party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data

or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either Party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

20. Professional Responsibility. Consultant shall exercise reasonable skill, care, and diligence in accordance with the Standard of Care. If Consultant fails to meet the foregoing standard, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct the errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one (1) year from the completion of Consultant's services for the Project.
21. Governing Law and Venue. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that Party's position and documentation supporting that party's claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving Party shall respond in kind within fifteen (15) days of the date of notice. Within thirty (30) days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If the dispute is not then resolved, either Party may give the other written notice that these executive negotiations are concluded. To the extent allowed by law, negotiations pursuant to this section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the Parties.

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

22. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
23. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Utilities Department
ATTN: Ron Wyble,
Power Supply Manager
P.O. Box 6015
Columbia, MO 65205-6015

If to Consultant:

Leidos Engineering, LLC.
ATTN: Tyler Patton
1250 N. Pontiac Trail
Walled Lake, MI 48390

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

24. Public Records Act. City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Consultant agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
25. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
26. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.
27. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
28. Missouri Anti-Discrimination Against Israel Act. To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, Consultant certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services

from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

29. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
30. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibit:

A Consultant's Proposal to perform Arc Flash Analysis, dated April 28, 2025


In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

31. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Consultant's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager 

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk


APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **17510546-504990, 17540546-504990, and 17550546-504990** and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

Leidos Engineering, LLC.

By:  _____

Name: Alex Kim

Title: Contracts Manager

Date: June 26, 2025

ATTEST:

By:  _____

Name: Zachary Cheek / Senior Contracts Manager



April 28, 2025

Ron Wyble
Power Production Superintendent
City of Columbia Water and Light
701 East Broadway, 5th Floor
Columbia, MO 65201

**Subject: 2025 Arc Flash Analysis at Electric Production Facilities
Proposal**

Dear Mr. Wyble:

Leidos Engineering, LLC (Leidos) is pleased to submit the following Scope Letter to the City of Columbia (the City) in response to the request for scope of services and fees prior to contract agreement for the Arc Flash analysis at Electric Production Facilities (the Study).

Scope of Services

The Scope of Services is for Leidos to provide arc flash analysis for electric facilities that serve electric power to three of the City's facilities and associated controls (the Facilities). Some of the Facilities are identified below.

- The Columbia Energy Center: 13.8 kV Switchgear, 480 V Switchgear, 480 V MCCs, and 125 VDC equipment
- The Landfill Gas to Energy Plant: 480 V Switchgear, 480 V MCCs
- The Municipal Power Plant: 13.8 kV Switchgear, 2.4 kV Switchgear, 480 V Switchgear, 480 V MCCs, and 125 VDC equipment

Task 1 — Kickoff Meeting

Leidos will conduct a teleconference kick-off meeting with the City to discuss the project goals, scope of services, schedule, and arc flash mitigation strategies.

Task 2 — Facility Walk-Down and Data Collection

Leidos will provide (2) engineers for up to two days to visit the three production facilities and collect the existing electrical equipment data for the Study. The second engineer is to participate in the walk-downs and provide an onsite peer check. Leidos personnel will not open any equipment. The City shall provide (1) escort to assist the engineers during the walk-down. Such escort shall be qualified and responsible for opening any equipment (including energized equipment) during the walk-down.

The walk-downs are expected to collect the configuration of the installed equipment and the following information:

- Electrical equipment to include the following for the three facilities under study:
- Site transformer nameplates (kVA, phasing, winding configuration, low side voltage, and impedance)
- Site protection device type, size, and settings
- Wire size and length
- Enclosure dimensions
- Terminal configurations (VCB, VCB, HCB, VOA, HOA)
- Motor nameplates
- Short circuit rating of electrical equipment

The City shall provide the utility short circuit and the system configurations for the facilities.

The City shall provide electronic relay settings files.

Leidos shall provide the City with a list of assumptions to be used during the Study.

Any additional equipment or travel days requested beyond that specified within this scope will require additional budget.

Task 3 — Model Development

Leidos will develop ETAP engineering models for the three production facilities using the data provided by the City and collected during Task 2. Leidos will set up a call with the City to review the model and, if necessary, request additional data needed to complete the model and arc flash analysis.

Task 4 — Short Circuit and Equipment Evaluation Study

Leidos will perform a preliminary short circuit study to verify new and existing equipment short circuit ratings are not exceeded. The Study will be based on the following assumptions:

- ANSI Standard C37.010 and C37.13
- Short circuit ratings of equipment shall be provided by the City for equipment to be evaluated that does not have short circuit ratings on the associated label

Task 5 — Protective Device Coordination Study

Leidos will perform a protective device coordination study to help preserve an engineering balance between protection and continuity of service. To perform a coordination study, Leidos will need information on the devices that are downline of the switchgear and MCCs. It is assumed that the City will provide that information. However, upon request from the City, Leidos can collect that information while onsite for the walk-down for an additional fee.

The protective device coordination study will include:

- TCCs provided for each system configuration.
- A review of existing protective device settings to ensure selectivity under the new conditions. Recommended changes shall be indicated in the report.
- Transformer damage curves in accordance with ANSI C57.109.
- Feeder cable damage curves.
- Required settings for breakers and relays to maximize protection in the Normal and Stand-by system configurations.
- Generator short circuit decrement and thermal limit curves.
- Tabulations indicating recommended set points for all protective devices.

Task 6 — Arc Flash Analysis

Leidos will calculate the incident energy and arc flash boundary results based on the IEEE 1584-2018 method for AC equipment and the Maximum Power Method for DC equipment. Leidos will determine the Hazard Risk Category (HRC) available at the three facilities based on the following tasks and assumptions:

- Calculated fault currents available at the three facilities based on data collected during Task 2
- Existing protective device locations and overcurrent settings provided by the City and collected by Leidos
- Consider updated overcurrent protection, device locations, and settings as determined in the protective device coordination study
- Calculate the incident energy and arc flash boundary at each facility based on the IEEE 1584-2018 standard in ETAP
- Summarize study results in Cal/cm², and potential adjustments to operation procedures to reduce arc energy exposure

Task 7 — Relay Settings Review and Updates

Leidos will review the existing three (3) Schweitzer SEL-751A relay settings files for the Municipal Power Plant and shall provide recommendations for updates to the settings files based on the review and recommendations from the arc flash and coordination assessments. Following the review and approval of the City, Leidos shall update the relay settings files. Leidos assumes additional three (3) relays in conjunction with above relays requiring new relay settings to mitigate arc flash. This has been included in the pricing. Additional relays requiring changes will be additional cost.

The following will be included as part of the deliverables for Task 7:

- Summary of findings from relay settings review and updates
- Recommended changes to settings files
- Relay settings files (.rdb)

Task 8 — Draft Report Development & Review Meeting

Leidos will prepare a draft report and sample labels for the City to review, and will conduct a virtual meeting with the City to discuss the following items:

- Analysis results and recommendations
- Modifications to include in the final document
- As an optional service, Leidos shall review the past arc flash studies for the three facilities and shall provide the City with a list of the changes since the past studies.

Leidos will include the following information within the arc flash analysis report:

- Summarized short circuit and equipment evaluation results
- Summarized protective device coordination results, including TCCs and tabulations indicating recommended set points for all protective devices
- Summarized arc flash results in Cal/cm² for each system configuration scenario
- Summarized adjustments to device settings and/or operation procedures to reduce arc energy exposure
- Electronic copies and (2) hard copies of the final report and recommendations
- Up to (2) outdoor rated Arc Flash labels for each piece of equipment evaluated at the redesign site

Task 9 — Final Report and Label Development

Leidos will prepare the final report for the Study based on the feedback provided during the draft report review meeting. The findings will be summarized by Leidos in the final document. Leidos will then prepare an electronic copy of the report and arc flash labels and print up to (1) arc flash label for each piece of equipment requiring labeling.

As an optional service, Leidos can provide (2) engineers for up to one day to visit the three production facilities and install the arc flash labels.

Assumptions

Leidos has made the following assumptions as part of the scope of services and budget development:

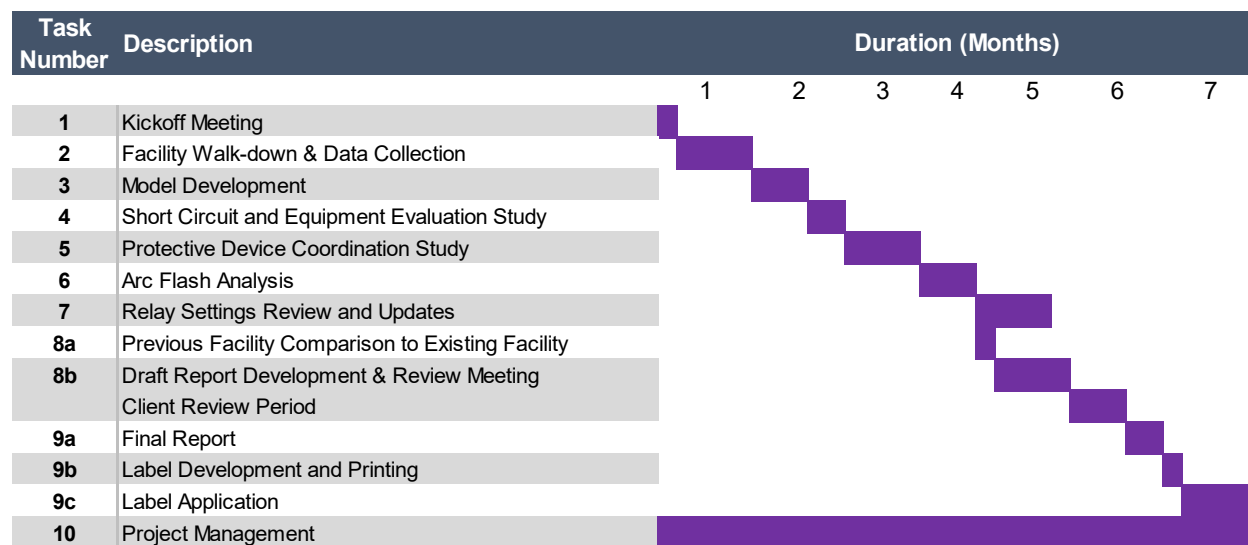
- Kickoff and draft review meetings are assumed to be conducted via teleconference. Leidos has not budgeted for in-person meetings.
- The pricing presented herein provides for review of the first set of documentation submitted in response to a data request and the data collected from the facility walk-down. Subsequent revisions to the initial documents will be reviewed as an Additional Service at the City's request.
- For existing transformers, motors, and generators, if the name-plate data is unavailable during the facility walk-down, the Consultant will request the information from the City.
- Leidos has budgeted for one draft report review development and meeting. Additional draft report developments and meetings may require a fee increase.

- If the scope of services is terminated by the City prior to completion, no deliverables are required and the fee for services provided will be based on the lesser of actual time worked on the Project at standard billing rates or the fixed fee amount.
- Work shall commence upon the execution of mutually acceptable terms and conditions.
- Preparation of the final report to address the City's comments will not require more than four hours.
- City of Columbia to provide the existing SEL-751A Power Plant relay settings
- Actual testing and commissioning of relays are not part of this scope. Any questions from the field during construction will be handled remotely via phone, video call, or email.
- For the relay settings scope, logic diagrams, template changes, or changes to the logic or I/O will not be part of the scope of the project.
- Temporary relay settings and the creation of As-Left settings are not part of the scope.
- Creation of end-to-end relay test files are not part of the scope.
- Any regulatory documentation and/or coordination (e.g., NERC PRC, PUC, etc.) is not part of this scope.
- Leidos assumes additional three (3) relays in conjunction with above relays requiring new relay settings to mitigate arc flash. This has been included in the pricing. Additional relays requiring changes will be additional cost.

Schedule

Figure 1 shows the timeline associated with each of the above tasks. To keep the project schedule close to the specified timeline shown below, it is assumed that the City will send data within two weeks of the requests. Iterative reviews of the data requests and additional issued data requests may cause a delay in the commencement of the project, but Leidos will attempt to provide the data request after the kick-off meeting to not delay the project schedule and will review the data requests in a timely manner to avoid work stoppages. Leidos has also allotted four weeks from start of the project to complete site visits. Delays in scheduling site visits may cause delays in the overall project schedule.

Figure 1. Project Schedule



Schedule of Fees

Table 1 presents the fully loaded hourly rates for each individual job classification proposed for the work.

Table 1. Hourly Rates

Job Classification	Hourly Rate (\$)
Technical Reviewer	100
Staff Engineer 1	90
Staff Engineer 2	125
Senior Engineer I	140
Senior Engineer 2	175
Principal Project Manager (PM)	185
Principal Engineer	235

Detailed Budget

Services will be provided on a time and material basis with labor charges in an amount equal to actual hours of services furnished multiplied by Consultant's billing rates as provided in the **Schedule of Fees** section of this Scope Letter. Expenses will be invoiced based on actual costs. The fee for the services under this Task Authorization will not exceed a maximum of \$93,760 for the Study on the basis of the Scope of Services outlined in this Scope Letter and the anticipated level of effort, without obtaining the prior written authorization of the City.

Tables 2 through 4 present the detailed budget per facility as requested by the City.

Table 2. Detailed Budget 1 – Columbia Energy Center

Task Number	Task Description	Staff Engineer I	Staff Engineer II	Senior Engineer I	Senior Engineer II	Principal Engineer	Technical Reviewer	Principal PM	Total
		Rate: \$90	Rate: \$125	Rate: \$140	Rate: \$175	Rate: \$235	Rate: \$100	Rate: \$185	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Kickoff Meeting	0	0	1	1	0	0	0	\$204
2	Facility Walk-down & Data Collection	2	21	3	1	0	0	0	\$3,246
3	Model Development	13	0	6	1	0	0	0	\$2,098
4	Short Circuit and Equipment Evaluation Study	10	0	3	1	0	0	0	\$1,352
5	Protective Device Coordination Study	13	0	3	1	0	0	0	\$1,735
6	Arc Flash Analysis	10	0	4	1	0	0	0	\$1,534
7	Relay Settings Review and Updates	0	0	0	0	0	0	0	\$0
8a	Optional: Previous Facility Comparison to Existing Facility	0	0	3	1	0	0	0	\$477
8b	Draft Report Development & Review Meeting	10	0	3	1	0	2	0	\$1,661
9a	Final Report	1	0	1	1	1	1	0	\$756
9b	Label Development and Printing	0	0	0	0	0	3	0	\$362
9c	Optional: Label Application	1	10	1	0	0	0	0	\$1,652
10	Project Management	0	0	0	0	0	0	8	\$1,440
	Total Labor								\$16,518
	Travel Costs								\$1,038
	Total Budget (Labor + Travel)								\$17,556

Table 3. Detailed Budget 2 – Landfill Gas to Energy Plant

Task Number	Task Description	Staff Engineer I	Staff Engineer II	Senior Engineer I	Senior Engineer II	Principal Engineer	Technical Reviewer	Principal PM	Total
		Rate: \$90	Rate: \$125	Rate: \$140	Rate: \$175	Rate: \$235	Rate: \$100	Rate: \$185	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Kickoff Meeting	0	0	0	0	0	0	0	\$136
2	Facility Walk-down & Data Collection	1	14	2	0	0	0	0	\$2,164
3	Model Development	9	0	4	0	0	0	0	\$1,399
4	Short Circuit and Equipment Evaluation Study	6	0	2	0	0	0	0	\$902
5	Protective Device Coordination Study	9	0	2	0	0	0	0	\$1,157
6	Arc Flash Analysis	6	0	3	0	0	0	0	\$1,023
7	Relay Settings Review and Updates	0	0	0	0	0	0	0	\$0
8a	Optional: Previous Facility Comparison to Existing Facility	0	0	2	0	0	0	0	\$318
8b	Draft Report Development & Review Meeting	6	0	2	1	0	1	0	\$1,107
9a	Final Report	1	0	0	0	1	1	0	\$504
9b	Label Development and Printing	0	0	0	0	0	2	0	\$241
9c	Optional: Label Application	1	7	1	0	0	0	0	\$1,102
10	Project Management	0	0	0	0	0	0	5	\$960
	Total Labor								\$11,012
	Travel Costs								\$692
	Total Budget (Labor + Travel)								\$11,704

Table 4. Detailed Budget 3 – Municipal Power Plant

Task Number	Task Description	Staff Engineer I Rate: \$90	Staff Engineer II Rate: \$125	Senior Engineer I Rate: \$140	Senior Engineer II Rate: \$175	Principal Engineer Rate: \$235	Technical Reviewer Rate: \$100	Principal PM Rate: \$185	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Kickoff Meeting	0	0	1	1	0	0	0	\$289
2	Facility Walk-down & Data Collection	3	29	4	1	0	0	0	\$4,599
3	Model Development	18	0	8	1	0	0	0	\$2,973
4	Short Circuit and Equipment Evaluation Study	14	0	4	1	0	0	0	\$1,916
5	Protective Device Coordination Study	18	0	5	1	0	0	0	\$2,458
6	Arc Flash Analysis	14	0	6	1	0	0	0	\$2,173
7	Relay Settings Review and Updates	8	182	6	58	22	0	0	\$39,630
8a	Optional: Previous Facility Comparison to Existing Facility	0	0	4	1	0	0	0	\$675
8b	Draft Report Development & Review Meeting	14	0	4	2	0	3	0	\$2,352
9a	Final Report	2	0	1	1	2	2	0	\$1,071
9b	Label Development and Printing	0	0	0	0	0	4	0	\$512
9c	Optional: Label Application	2	15	2	0	0	0	0	\$2,341
10	Project Management	0	0	0	0	0	0	11	\$2,040
	Total Labor								\$63,030
	Travel Costs								\$1,470
	Total Budget (Labor + Travel)								\$64,500

The Leidos project team is excited to work with the City again this year. On behalf of the firm and project team, we look forward to discussing our proposal and welcome the opportunity to provide additional support to the City.

Sincerely,

LEIDOS ENGINEERING, LLC



Alex Kim

Contracts Manager



Tyler Patton

Project Manager