AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR SAMPSON ROAD BRIDGE REPLACEMENT AND STORMWATER IMPROVEMENTS (RFQ NO. 2023-041)

THIS AGREEMENT made and entered into this ____ day of _____, 20___, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company, Inc, Engineers & Architects (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for Sampson Road Bridge Replacement and Stormwater Improvements (hereinafter "Project"); and

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

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

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

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

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

ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER

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

See Exhibit A

ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER

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

See Exhibit A

ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY

See Exhibit A

ARTICLE IV
PAYMENTS TO THE ENGINEER

The owner shall make payment to the engineer in accordance with section 8.960, RSMo. For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Five Hundred Eighty-Four Thousand Five Hundred Thirty-Five Dollars ($584,535.00), according to the following provisions:

A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Four Hundred Eighty-Eight Thousand Six Hundred Dollars ($488,600.00).

B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Ninety-Five Thousand Nine Hundred Thirty-Five Dollars ($95,935.00).

C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. Purchase Order Number issued by City.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Agreement or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Agreement or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

ARTICLE V
COMPLETION TIME

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

· Notice to Proceed is anticipated on or before April 17, 2023.
· Right-of-Way Documents will be completed on or before January 5, 2024.
· Bidding Documents will be completed on or before September 5, 2024.
· Bidding Services will be completed on or before December 1, 2024.

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

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

ARTICLE VI
INSURANCE

A. GENERAL:

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

the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

5. Primary Insurance: Engineer's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13, or equivalent.

6. Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing the required coverage is in force and contains the provisions as required herein for the six-year period.

7. Waiver: To the fullest extent permitted by law, all policies required herein, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via endorsement.

8. Policy Deductibles and/or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention under the required general liability and automobile liability policies shall not erode the limit required by the City. Engineer shall be solely responsible for any such deductible or self-insured retention amount.

9. Automatic Escalator: The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2021 is $ 2,940,868.00 for all claims arising out of a single accident or occurrence.

10. Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Engineer shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Engineer. Engineer shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

11. Notice of Claim: Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the Agreement.

12. Evidence of Insurance: Prior to commencing any work or services under this Agreement, Engineer will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the relevant endorsement for the insurance policies as required by these requirements, issued by Engineer's insurance insurer(s) as evidence that policies are placed with reasonably acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and endorsements for the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.

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

    a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

        i. Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
        ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
        iii. Excess Liability – Follow Form to underlying insurance.

    b. Engineer's insurance under which City is included as an additional insured shall be primary, non-contributory insurance with respect to performance of the Agreement.

    c. All policies, except for Professional Liability, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Engineer under this Agreement.

    d. ACORD certificate of insurance form 25 (2014/01) is preferred.

13. All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

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

B. REQUIRED INSURANCE COVERAGE:

1. Commercial General Liability: Engineer shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of at least $3,000,000 for each occurrence, $3,000,000 Products and Completed Operations Annual Aggregate and a $3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Automobile Liability: Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least $1,000,000 each occurrence on Engineer's owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability: Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least $3,000,000 each claim and $3,000,000 annual aggregate. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4. Workers' Compensation Insurance: If Engineer employs anyone who is required by law to be covered by workers' compensation insurance, Engineer shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Engineer's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. Cyber Liability Insurance: If this Agreement is the subject of any services involving the City's information technology structure, or if the Engineer engages in any services in any way related to performing work involving the City's information technology structure under this Agreement, Engineer shall maintain Cyber Liability insurance with limits not less than $3,000,000 per occurrence or claim,$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Engineer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

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

ARTICLE VII
MISCELLANEOUS PROVISIONS

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

A. COVENANT AGAINST CONTINGENT FEES: Engineer warrants that Engineer has not employed or retained, and will not employee or retain for the duration of this Agreement, any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

B. OWNERSHIP OF ENGINEERING DOCUMENTS: Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

C. MODIFICATIONS TO SCOPE OF WORK: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into

a mutually executed written modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

D. EMERGENCY CHANGES IN SERVICES: The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

E. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

   1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

   2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's cost to mitigate or correct the effects of such termination, including by not limited to damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

   3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

G. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not subcontract, sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written and signed consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.

H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.

I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.

J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the Agreement period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.

K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, directives, errors, omissions, or willful misconduct, in the performance of Engineer's duties and services under this Agreement, or any supplements or amendments thereto, of Engineer, or its employees, officers, agents, or any tier of subcontractor or person for which Engineer may be legally liable in the performance of this Agreement. Nothing contained in this Agreement is to be construed to waive the City's sovereign immunity or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.

L. LIMITATION OF LIABILITY: In no event will either Party be liable to other Party for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.

M. PROFESSIONAL RESPONSIBILITY: Engineer warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.

P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental laws and regulations.

T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from

performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NON-EXCLUSIVE AGREEMENT. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

W. TIME OF THE ESSENCE. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Engineer's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

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

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

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

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

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

BB. CONFIDENTIALITY OF RECORDS. The Engineer shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Engineer's duties under this Agreement. Persons

requesting such information should be referred to the City. Engineer also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Engineer as needed for the performance of duties under this Agreement.

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

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

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

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

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

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

and notices to Engineer shall be addressed to:

Justin Klaudt, Vice President
Wilson & Company
800 E. 101st Terr., Suite 200
Kansas City, MO 64131

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

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

HH. DISADVANTAGED BUSINESS ENTERPRISES. The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321

ARTICLE VIII
EXHIBITS

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

Exhibit A – Scope of Services
Exhibit B – Fee Estimate

City and Engineer, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of_____, 20___.

CITY OF LEE'S SUMMIT, MISSOURI

_____
Mark Dunning, City Manager

ATTEST:

_____
City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

_____
Scott Ison,
Chief Counsel of Infrastructure and Recreation

ENGINEER:

_____
BY: Justin C. Klaudt
TITLE: Vice President

ATTEST:

_____

Exhibit A
Scope of Services
Sampson Road Bridge Replacement and Stormwater Improvements
March 31, 2023

General Scope of Services
The purpose of this contract is to provide professional design services for the Sampson Road bridge replacement, associated roadway improvements, and stormwater improvements. The project consists of a hydrologic and hydraulic (H&H) study, minimal traffic study, bridge selection alternatives, channel restoration and BMPs, and development of final plans, specifications, and estimates. The roadway improvements will extend approximately 400 feet south and 1,000 feet north of the existing bridge.

All work to be constructed in compliance with City of Lee's Summit design standards. This project is being funded with American Rescue Plan Act (ARPA) grant funds. MDNR will be facilitating the Project and Grant Funding.

Period of Services
- Notice to Proceed is anticipated on or before April 17, 2023.
- Right-of-Way Documents will be completed on or before January 5, 2024.
- Bidding Documents will be completed on or before September 5, 2024.
- Bidding Services will be completed on or before December 1, 2024.

Detailed Scope of Services

Section 1 – Survey
The Consultant shall perform the field survey necessary for the H&H Study and Roadway Design Sections as outlined below.

1.1 H&H Survey
The consultant will obtain public LiDAR through MSDIS data. The Consultant will survey the hydraulic features of the existing stream a minimum of 500 feet upstream and downstream of the Sampson Road crossing including: the main channel geometry, a cross section at the upstream and downstream side of the road crossing, and two additional cross sections (one upstream and one downstream). This data will be used to validate and supplement the LiDAR data and utilized in the floodplain modeling.

1.2 Design Survey
Consultant shall perform field surveys to determine area topography, property corners, property lines and ownerships, above and below ground utility and other required information sufficient to serve as a basis for design of the project.

1.2.1 Survey Control. Establish the survey control network of the project. Horizontal Datum: NAD 83 (Missouri State Plane – West Zone), Vertical Datum: NAVD 88. Survey shall identify 2 local benchmarks and set (4) horizontal & vertical points marked with a 5/8-inch rebar and 2" aluminum cap.

1.2.2 Section Corners and Property Corners. The Consultant will conduct section tie surveys as per Missouri Minimum Standards for Property Surveys. Section corner recovery is necessary to reestablish the existing right-of-way, platted lots, and unplatted properties. It is assumed these corners are monumented and referenced based on previous projects in the area. State reference forms will be completed and sent to the State for each recovered monument. A search for existing property corner monuments will be conducted.

1.2.3 Utility Locates. The Consultant will contact utility companies through the Missouri One-Call system and as supplemented by the City for those utility companies not associated with the One-Call system. Utilities will be horizontally field located according to field marks by the utility companies or by a One-Call locator. If there is no response to the initial request, Missouri One-Call will be contacted a second time to re-issue the locate notices. The man-hours for this item are based on all utilities being marked within two (2) weeks of the time of the locate request. If a utility owner does not respond to the locate request, the Consultant will contact the City to discuss a plan of action and estimated cost to complete the survey. For certain utilities it may become important to obtain a higher level of accuracy regarding the location (horizontal or vertical). If it is determined a higher Quality Level is needed this is covered under the Optional Services in Section 13 below.

1.2.4 Topography. Perform field surveys to obtain sufficient detail for the project design. The field information shall include topographic information to clearly identify breaklines, slopes, and terrain issues including top of drainage channel banks and streambeds within 500' upstream and downstream of the proposed project.

1.2.5 Pavement Hardshots. Hard shots will be taken at the edge of pavement and centerline for areas without curb and gutter. Hard shots will be taken in cross section fashion at 25-foot intervals.

1.2.6 Locate Storm and Sanitary Sewer Structures. The inflow/outflow elevations for storm and sanitary sewer structures will be located along with the size and type of structure and the size and type of the conduit entering and leaving the structure. Field notes & images will be collected as necessary to convey the invert elevation, diameter, and materials.

1.2.7 Property Lines and Ownership. The Consultant will identify which properties are needed and the City will provide the necessary title reports for the adjacent properties to obtain the current owner and to identify existing easement and right-of-way information. The deliverables from the title company will need to include the ownership name, identification of any encumbrances on the property, a description of the property, and copies of deeds and any easements associated with the property. If the property is platted, a copy of the subdivision plat will be required. The Consultant will use this information to develop the right-of-way and property information used in the base mapping. The Consultant has identified approximately three (3) individual tracts that will be impacted by the improvements.

1.2.8 Basemap. Develop base map, with a digital terrain model and property information. Reestablish property information along Sampson Road from surveyed information and monumentation found while performing field surveys.

1.2.9 Tract Maps and Legal Descriptions. It is assumed three (3) properties will need right-of-way and temporary easement takings. Tract maps and legal descriptions will be prepared by the consultant and sealed by a licensed surveyor.

Section 2 – Geotechnical

The Consultant will retain Terracon Consultants to provide subsurface exploration and analysis for design development of the Sampson Road bridge, Pavement Design, and retaining wall design parameters.

2.1 Geotechnical investigations, testing, and report

Borings.

Consultant will locate borings for the bridge, pavement design, and retaining walls. The anticipated borings (6 total) and approximate locations include the following:

- 4 along the bridge alignment one for each bent. (~25 feet depth)
- 2 additional borings will be located to serve the purpose of informing both the pavement design and wall design. Locations to be located after concept design. (~25 feet depth)

Traffic Control and Permitting.

It is anticipated that traffic control will be required and provided through a subconsultant to Terracon. It is expected to utilize a temporary road closure and detour for these borings. This item also includes a temporary road closure and detour permit from the City of Lee's Summit. City's traffic control permit fee is waived for capitol improvement projects.

Lab Testing.

The project engineer will review the field data and assign laboratory tests. Soils will be described and classified in general accordance with the Unified Soil Classification System (USCS). Rock core samples will be classified using locally accepted practices for engineering purposes.

Report.

A report will be prepared under the supervision of a licensed professional engineer. The report will include the following.

- Logs of field/laboratory data
- Description of the subsurface conditions
- Earthwork considerations
- Design and construction considerations for the bridge foundation system
- Retaining wall design parameters for abutment walls and wing walls
- MSE wall design parameters for other retaining walls along the roadway alignment
- Global Stability for one (1) wall
- Subgrade preparation recommendations (prefer geogrid reinforced base instead of chemical stabilization)
- Pavement thickness design for concrete and asphalt

Section 3 – Corridor Assessment / Traffic Study

The goal of the Corridor Assessment will be to analyze the existing and future needs of Sampson Road, to quantify the existing traffic conditions, estimate future traffic, and determine the number of lanes that are needed on Sampson Road to meet the construction year (2025) and future (2050) traffic demand on Sampson Road.

3.1 Data Collection

24-hr and Peak Hour Turning Movement Counts. Turning movement counts will be conducted for a 24-hour period at the intersection utilizing video-based system. Two Class Counts include Light (FHWA Classes 1, 2, 3, and 5 that are smaller than an ambulance) and Heavy (all other vehicles) classifications. Note: Raw Video may also be provided for City Use.

- Sampson Road at Scherer Road
- Sampson Road at 139th Street/Hook Rd

24-Hr Traffic Counts. Radar Traffic Counts and classifications will be conducted on to gather existing traffic volumes, classifications, and speed data.

- Sampson Road between Scherer Road and bridge
- Sampson Road between 139th Street and bridge
- Scherer Road
- Pryor Road

Site Visit. Site visit to observe existing conditions and traffic operations.

3.2 Existing Data Analysis and Investigation

Existing Document Review. A review and summary of existing planning documents related to Sampson Road Development:

- Thoroughfare Master Plan, Lee's Summit
- Greenway Master Plan, Lee's Summit
- Bicycle Transportation Plan, Lee's Summit
- Sidewalk Plan, Lee's Summit
- Average Daily Traffic Map, Lee's Summit
- Landuse Map, Lee's Summit
- MARC Regional Traffic Forecast Map
- Review current planned development information within study area with City of Lee's Summit planning staff.

Crash Analysis. The latest 5 years of crash data will be provided by the City of Lee's Summit and/or MoDOT sources. Crashes within the study area will be analyzed and a summary of the results will be provided.

Existing Traffic Analysis. Existing data will be compiled and quantified.

3.3 Future Conditions

Growth Rates. Calculate traffic growth factor for Sampson Road based on existing document review and MARC Regional Traffic Demand model.

Future Traffic Volume Forecasts. Estimate future traffic volumes based on existing traffic and applied growth rates for 2025 and 2050.

3.4 Operational Analysis

Using future traffic volume forecast, analyze the Sampson Road corridor between Scherer Rd and Hook Road, for the following scenarios (AM and PM peak hour for each).
Review proposed lane configurations and typical section:

- Existing conditions
- 2025 Two-Lane Sampson Road
- 2050 No-Build
- 2050 Two-Lane Sampson Road

3.5 Memorandum

Figures. Prepare figures and exhibits for depicting the analysis, future traffic conditions and recommendations.

Memo. Prepare a memo report that describes the data collection, analysis, and future traffic conditions, and recommendations.

Meeting. Attend one meeting with Lee's Summit staff to discuss and receive comments on the draft report.

Final Memo. Prepare and submit final memo report.

3.6 Traffic Scope Assumptions:

- The study area for land development assumed to be 1 mile west and 2 miles east of Sampson Road from Scherer Road south to 139th Street (Hook Road). This includes a verification of MARCs household growth assumptions for the identified project area.
- The scope and fee assume site visit, video-system and radar deployment, and use of site photos, existing plans, and mapping. Scope does not include use of big data (cell/GPS data), or Traffic Demand Model software simulations or updates.

Section 4 – Hydrologic and Hydraulic Study

The Consultant shall perform the Hydrologic and Hydraulic Study as outlined below.

4.1 Data Collection

Consultant shall collect all pertinent data and information from all publicly accessible sources including but not limited to the City, United States Army Corps of Engineers (USACE), and the Federal Emergency Management Agency (FEMA). At a minimum, the following data will be collected or requested for use in this study:

- City Sampson Road & Scherer Parkway Bridge As-Built Data (if available)
- FEMA Current Effective Mouse Creek Floodplain Data and Models
    - It is anticipated that none of these models will be provided in a format that will be usable for current modeling procedures or methods.
- Missouri Spatial Data Information Service (MSDIS) Digital Elevation Model (DEM)
- USACE Longview Lake Reservoir Stage-Storage Hydraulic Data

4.2 Hydrologic Analysis

The FEMA peak discharges for Mouse Creek are based on a hydrologic analysis from the Missouri River Basin Comprehensive Framework Study.

- Consultant will perform all appropriate hydrologic methods outlined in Kansas City Metropolitan Chapter of The American Public Works Association (APWA) Section 5600 design criteria.
- Consultant will compare methods analyzed during this analysis against the FEMA discharges to determine the most appropriate peak discharges to apply to the bridge structure.
- This section of Sampson Road is classified as a residential collector.

4.3 Hydraulic Analysis

The FEMA hydraulic model for Mouse Creek was completed in the Soil Conservation Service (SCS) WSP-IN step-backwater computer program. Even if this model is obtained from FEMA, it will most likely not be able to be easily integrated into the current hydraulic modeling software. Therefore, it is anticipated that a new hydraulic model will need to be developed for Mouse Creek.

4.3.1 Existing Condition. Utilizing the current version of HEC-RAS, an existing 1D hydraulic model for Mouse Creek will be developed from the Scherer Road bridge structure at Mouse Creek to the east end of the Park West property. In addition, a 2D model will be developed from the 1D model for the existing conditions to help better understand the spill points and wide floodplain. Project survey will be utilized for the areas outlined in the project area and all other areas will be completed with a publicly available DEM or other elevation data.

4.3.2 Proposed Condition. The existing 1D model will be modified to evaluate two (2) proposed concepts with varying structure types, horizontal roadway alignments, embankment heights and channel modifications. Since the proposed design intends to open the constriction caused by the existing bridge and eliminate the spill upstream of Sampson Road the 1D modeling approach is sufficient. The goal of these proposed concepts is to obtain a no-rise condition to allow construction permitting to remain at the local level. A Conditional Letter of Map Revision (CLOMR) is also included as an Optional Service for the purpose of updating the modeling and mapping of Mouse Creek. The CLOMR effort is included under Section 13 below. A 1D model is more straightforward for CLOMR development.

4.3.3 Bridge Hydraulic Support. Update hydraulic model based on bridge plans and complete HEC-18 scour analysis for proposed structure. Provide all necessary hydraulic data for inclusion in bridge plans.

4.3.4 Culvert near Scherer Road. Consultant will perform H&H analysis to size the replacement of the culvert just south of the intersection of Scherer Road and Sampson Road. The anticipated design includes rational method or TR-55 method hydrology and HY-8 modeling for hydraulics.

4.4 H&H Study Report

The report will include all hydrologic and hydraulic methodologies and assumptions. The report will include hydraulic results and recommendations for each of the two concept alternatives. The report will also outline different additional considerations regarding overbank berms to reduce the USACE inundation easement and potential water quality opportunities.

4.5 City Review and Response to Comments

The report will be submitted electronically to the City of Lee's Summit for review and comment. Comments will be addressed by the consultant and revised report returned to the City.

Section 5 – Permitting

The Consultant will prepare, submit, and communicate information for the following environmental permits which are anticipated for the project. The City will provide assistance as needed.

5.1 Floodplain Development Permit with No-Rise Certification

The Consultant will develop the H&H models and report as outlined above in Section 4. The H&H Report will include the no-rise certification and will be the basis of the City of Lee's Summit floodplain permitting for construction.

5.2 Federal Emergency Management Agency

Conditional Letter of Map Revision (CLOMR) services are included below under Section 13 - Optional Services. Base services include the H&H efforts described in Section 4 for a no-rise condition.

5.3 US Army Corps of Engineers

Consultant will investigate appropriate Clean Water Act (CWA) Section 404 Permitting mechanism. It is possible that a Nationwide Permit may cover the activities needed for the Bridge replacement (NWP 14) and channel restoration (NWP 13, 19, 27). Effort includes coordination with the Corps to determine appropriate permitting approach. If it is determined that an Individual Permit is required, additional effort may be required and will be negotiated as a supplement to this scope of work.

5.4 Missouri Department of Natural Resources (MDNR)

Consultant will assist with the following permits from MDNR.

5.4.1 Land Disturbance. The City will submit and obtain the Land Disturbance Permit from MDNR. Consultant will assist by completing the SWPPP documents.

5.4.2 Water Main Replacement. The water main was recently replaced along Sampson Road. The design is intended to avoid causing a water main relocation. If a relocation is found to be required a supplement to this agreement can be negotiated.

5.4.3 Sanitary Sewer Extension. The design is intended to avoid causing a sanitary sewer relocation. If a relocation is found to be required a supplement to this agreement can be negotiated.

5.4.4 CWA 401 Water Quality. It is assumed that the project will fall under a Programmatic Water Quality Certification (WQC) (precertified). This is the expectation for projects covered under a NWP. In this case the Corps will issue the permit with a programmatic WQC, and the project is considered precertified. The Consultant will coordinate with MDNR if needed for determination of coverage under a precertified WQC. If it is determined an Individual WQC is needed, additional effort may be required and will be negotiated as a supplement to this scope of work.

Section 6 – Water Quality BMPs /Channel Restoration

The consultant will evaluate proposed channel restoration techniques and water quality BMPs within Mouse Creek and adjacent to the roadway. Consultant will retain (Stantec) to assist with channel restoration and BMP concept, preliminary, and final design.

6.1 Concept Design

The Consultant will create and evaluate (2) concepts for channel restoration and water quality BMPs. These concepts will be developed into the H&H analysis and discussed in the H&H Report in Section 4. Possible solutions include the following:

- Bio-retention swales or ponds
- Infiltration facilities
- Floodplain bench and bank stabilization
- Native vegetation restoration

6.2 Preliminary and Final Design

The preferred/selected alternative concept will be developed to preliminary and final design and will be incorporated into the final construction documents. The following stages are anticipated within the Preliminary and Final design phase:

- 60% deliverable plan with quantities, construction cost estimate
- 95% deliverable plans with quantities, construction cost estimate, specifications
  - Final quantities based on construction plans.
  - Final construction cost estimate based on recent City and Missouri bid tabs.
- 100% signed & sealed plans and specifications.
- Signed & sealed plans after final comments from the City have been addressed.

The following sheets are anticipated for the channel restoration/BMP design:

6.2.1 General Notes & Quantities
6.2.2 Plan and Profiles (4 sheets)
6.2.3 Grading details (4 sheets)
6.2.4 Typical Sections (2 sheets)
6.2.5 Planting / vegetation plans (2 sheets)
6.2.6 Planting details (2 sheets)

6.3 O&M Memo

Consultant will prepare a memo outlining the recommended maintenance activities for the BMPs included in the final design. Memo to describe the frequency and types of activities for the establishment period and long-term functionality of the BMPs. Memo to include specific recommendations based on the plant pallet in the final design.

Section 7 – Bridge Design

Consultant will develop the bridge design alternatives and plans as outlined below.

7.1 Concept Bridge Design

7.1.1 Inspect Sampson Road over Mouse Creek Bridge to determine whether any elements can be salvaged and reused by the Parks Department and provide a recommendation.

- Does NOT include structural analysis of the existing structure in-situ nor any design related services to reuse, repurpose, or rehabilitate the existing structure.
- City will provide existing inspection reports.

7.1.2 Inspect Sampson Road over Local Drainage culvert just south of Scherer Road to provide a recommendation on whether the existing structure is adequate to handle construction traffic during the Sampson Road over Mouse Creek Bridge project. Provide a recommendation on the conclusion of the investigation.

- Does NOT include structural analysis of the existing structure nor any design related services to replace, reuse, or rehabilitate the existing structure.
- City will provide existing inspection reports.

7.1.3 Develop 3 bridge superstructure type concepts once approximate horizontal and vertical alignments have been established.

- Develop conceptual level cost estimates.
- Provide matrix to the City for superstructure type selection.
- Does NOT include concepts for various horizontal or vertical alignments.

7.2 Preliminary Bridge Design

7.2.1 Perform preliminary bridge design for the chosen bridge superstructure concept including preliminary level bridge geometry, superstructure design, and substructure design.

- Develop a bridge Type, Size, and Location Plan Sheet for inclusion in the preliminary plans submittal using MoDOT CADD standards.

7.2.2 Develop preliminary level quantities and construction cost estimate.

7.2.3 Develop Bridge Memorandum

7.2.4 Coordinate geotechnical subconsultant efforts to obtain borings and foundation recommendations.

7.2.5 Internal Quality Review

7.2.6 Comment Resolution of City Review Comments.

Final Bridge Design

7.3.1 Finalize bridge geometry, superstructure, and substructure design based on the preliminary design and comment resolution.

7.3.2 Generate bridge plan sheets for bridge construction using MoDOT CADD standards. Phased bridge construction is NOT included. The following stages are anticipated within the final design phase:

- 95% deliverable plans with quantities, construction cost estimate, specifications
  - Final quantities based on construction plans.
  - Final construction cost estimate based on recent City and Missouri bid tabs.
- 100% signed & sealed plans and specifications.
- Signed & sealed plans after final comments from the City have been addressed.

The following sheets are anticipated for the bridge design:

7.3.2.1 Plan & Elevation
7.3.2.2 General Notes & Quantities
7.3.2.3 End Bents (6 sheets)
7.3.2.4 Vertical Drains at End Bents (1 sheet)
7.3.2.5 Intermediate Bents (4 sheets)
7.3.2.6 Beam Details (2 sheets)
7.3.2.7 Diaphragm Details (1 sheet)
7.3.2.8 Prestressed Panel Details (1 sheet)
7.3.2.9 Slab Drain Details (1 sheet)
7.3.2.10 Slab Plan & Details (3 sheets)
7.3.2.11 Pedestrian Fence Details (1 sheet)
7.3.2.12 Barrier Details (2 sheets)
7.3.2.13 Approach Slab Details
7.3.2.14 Bill of Reinforcing Steel (3 sheets)
7.3.2.15 As-Built Pile Data (2 sheets)

7.3.3 Quantities and Cost Estimate. Quantities will be compiled, and engineers' opinion of probable cost completed using recent City bid tabs, MoDOT, and other local bid tabs.

7.3.4 Specifications. Compile job specifications based on MoDOT and City specifications.

- Signed & sealed specifications after final comments from the City have been addressed.
- Unsigned submitted with 95% plans.
- Signed submitted with 100% plans.

7.3.5 Load Rating Sheet. Provide load rating summary sheet based on proposed bridge plans.

- MoDOT Fig. 136.7.5 – Load Rating Summary Sheet
- Signed and sealed submitted with 100% submittal.

7.3.6 Internal Quality Review

7.3.7 Comment Resolution of City Review Comments.

Section 8 – Retaining Wall Design
Retaining wall design was moved to optional services for inclusion in the scope only if it is determined it is needed and authorized by the City.

Section 9 – Roadway Design
Consultant will develop 2 alternative concept design alignments. The selected alternative will then proceed though preliminary and final design. Consultant required to coordinate with all utilities as necessary and as described in Section 10.

Alignment alternatives:

- Existing roadway alignment with a shift to the east.
- Curvilinear alignment that reduces the bridge skew over Mouse Creek.

Limits:

- South – near the RC airfield entrance
- North – near the driveway at 2251 Sampson Road.

Length: approximately 1,200 feet.
Profile: intended to remove the overtopping of the road in the 100-year event.
Typical Section: the traffic study will confirm the future typical section. This project is expected to design and construct a two lane section with 11' – 12' lanes and 6' paved shoulders and open ditches. A 10' trail will be constructed along the Park West Property frontage that will tie into the park's loop trail in the future.

9.1 Concept Design
The Consultant will create and evaluate two (2) concepts for the roadway alignment and complete a memorandum documenting the key impacts of each.

9.1.1 Concept plans. Concept plans including a plan/profile will be created for each alternative.

9.1.2 Concept design memo. The memo will document the key features and impacts of each alignment. This will be used for coordination and buy in with the Parks staff and Board.

9.1.3 Internal Quality Review

9.1.4 Comment Resolution of City Review Comments.

9.2 Preliminary Design
The Consultant will advance the preferred/selected design to the preliminary design and plans. Enclosed storm sewer design is NOT included in this scope.

9.2.1 Perform preliminary roadway design for the selected alignment concept including developing the corridor model.

9.2.2 Develop the preliminary sheets to include the following:

9.2.2.1 Title Sheet
9.2.2.2 General Notes & Quantities
9.2.2.3 General Layout

9.2.2.4 Typical Sections
9.2.2.5 Roadway Plan & Profiles
9.2.2.6 Driveway Profiles
9.2.2.7 Erosion Control Sheets
9.2.2.8 Drainage Area Map
9.2.2.9 Cross Sections

9.2.3 Develop preliminary level quantities and construction cost estimate.

9.2.4 Internal Quality Review

9.2.5 Comment Resolution of City Review Comments.

9.3 Right-of-Way Plans

The Consultant will advance the preliminary plans to right-of-way design based on feedback from the preliminary plan comments. Enclosed storm sewer design is NOT included in this scope.

9.3.1 ROW roadway design. The roadway design will be advanced to ROW design including further developing the corridor model as needed to define the ROW limits

9.3.2 Develop the ROW plans sheets to include adjusting the design based on the City's comments from preliminary plans so that the right-of-way limits can be set. The sheets included will be the same as the preliminary plans plus the addition of the following:

9.3.2.1 Right-of-Way Plans

The tract maps and legal descriptions are included under the Section 1 – Survey.

9.3.3 Internal Quality Review

9.3.4 Comment Resolution of City Review Comments.

9.4 Final Design

The Consultant will advance the ROW plans to final design based on feedback from the ROW plan comments. Enclosed storm sewer design is NOT included in this scope.

9.4.1 Final roadway design. The roadway design will be advanced to final design including further developing the corridor model.

9.4.2 Develop the final sheets to include the following in addition to refining the sheets developed in the ROW design phase:

9.4.2.1 Update previously started sheets
9.4.2.2 Alignment & Survey Control
9.4.2.3 Demolition Plans
9.4.2.4 Concrete Pavement Jointing Plans
9.4.2.5 Concrete Paving Details

9.4.2.6 Pavement Marking and Signing Plans
9.4.2.7 Pavement Marking and Signing Details
9.4.2.8 Temporary Traffic Control
9.4.2.9 Temporary Traffic Control Details
9.4.2.10 Construction Phasing and Access
9.4.2.11 Drainage Calculations
9.4.2.12 Utility Relocation Plans
9.4.2.13 Fencing Plans
9.4.2.14 Fencing Details
9.4.2.15 Miscellaneous Details

9.4.3 Develop final quantities and construction cost estimate.

9.4.4 Specifications. Compile job specifications based on City specifications and any special provisions or technical specifications.

9.4.5 Internal Quality Review

9.4.6 Comment Resolution of City Review Comments.

9.5 Bid Documents

The Consultant will address the final plan review comments and complete the bid plans and work with the City to develop the Project Manual for bidding. Consultant is responsible for Division 2 Technical Specifications including Project Special Provisions and Job Special Provisions. Consultant also responsible for Section 1116 (Submittals), Section 1120 (Measurement and Payment), and 1306 (QC and QA Testing). The City is responsible for the bidding documents, general contract provisions, and Division 1 – General Requirements.

9.5.1 Plans
9.5.2 Quantities & Estimate
9.5.3 Project Manual
9.5.4 One stamped hard copy and one stamped PDF copy of the final plans and specs and all change orders will be produced and submitted to MDNR for approval.

Section 10 – Utility Coordination

10.1 Utility Location Report

A Utility Location Report will be submitted to each of the utility companies identified as having facilities within the project corridor. The report will also have a general location map attached to acquaint each company with the proposed project.

10.2 Initial Utility Meeting

A meeting with utilities in the project area will be initiated to organize the location of their services and collect any information regarding company contacts, existing and proposed plans, and provide a schedule for future review of plan submittals and possible relocation of their facilities. The Utility Location Report will be reviewed during this meeting.

10.3 Base Map Verification

Provide a strip map of the proposed project base map to allow each company to confirm the accuracy of the field locations of their facilities. Any changes, additions, corrections will be updated in the base map.

10.4 Utility Meeting (Preliminary Plans)

A set of Preliminary Plans will be provided to each utility company that has facilities located within the project corridor two weeks prior to the utility meeting. The purpose of this plan meeting is to provide the utility companies with a set of plans so they can begin the process of developing relocation plans as needed based on the design layout and limits of construction and identify any needs for utility easements.

10.5 Utility Conflict Report

Utility Conflict Report: The Consultant will prepare a Utility Conflict report that will log potential conflict locations between the proposed improvements and the existing utilities. Consultant will develop utility relocation plans that overlay the proposed relocation of all utilities on the proposed improvements. The utility relocation plans effort is covered under Section 9.

10.6 Utility Meeting (Right-of-Way)

The Consultant will attend a meeting with the utility companies to review the relocation decisions that will need to have been made with regard to the relocation of their facilities. Coordination between the various utilities will be discussed. The location of any utility easements will be required for the Right-of-Way Plan preparation.

10.7 Utility Meeting (Final Plans)

The purpose of this meeting is to review the progress of each of the utility companies for the relocation of their facilities.

Section 11 – Project Management and Meetings

11.1 Project Setup & Kick-off meeting

Consultant will prepare the Project Work Plan (PWP) to include contract requirements, communication plan, design issues and criteria, budget, CADD procedures, schedule, and quality control plan. The design criteria will utilize the following documents where applicable:

- Lee's Summit Design Criteria
- American Public Works Association (APWA)
- AASHTO's "Manual on Uniform Traffic Control Devices" (MUTCD)
- AASHTO's "A Policy on Geometric Design of Highways and Streets"
- AASHTO's "Roadside Design Guide"
- MoDOT Design Criteria
- AASHTO's "LRFD Bridge Design Specifications"
- Other publications as directed by the City

Consultant will attend kick-off meeting with the City at Lee's Summit City Hall.

11.2 Invoicing and Progress Reports

Consultant will develop invoices on a 4-week cycle. Each invoice will include a progress report including description of progress over that period, anticipated efforts for the next period, outstanding issues, data needed, and any other pertinent information needed to communicate the progress of the project.

11.3 Progress Meetings

Consultant will attend monthly progress meetings (16 total) through the preliminary and final design phase. These will be used to discuss ongoing design efforts progress, resolve issues, and obtain information. The PM will attend all these meetings with additional key staff as needed depending on the key issues for discussion. These will be virtual Microsoft Teams meetings or held in person at Lee's Summit City Hall.

11.4 Plan Review Meetings

Consultant will attend plan review meetings after each milestone deliverable. These milestones will include Concept Design, Preliminary Design, Right-of-way, and Final Design. These will be in person at Lee's Summit City Hall.

11.5 Field Check Review Meeting

Consultant will attend plan a field check review meeting with the preliminary plans. The purpose would be to review the proposed improvements in the field with the City.

11.6 Public Meeting

Consultant will prepare graphics and attend one (1) public meeting to be held after right-of-way documents stage. City will find and arrange a meeting location. Graphics will include a graphical typical section, 3D rendering of the planned improvements, and strip map of the corridor.

11.7 Stakeholder Meetings

Consultant will attend four (4) meetings with the key stakeholders including the Corps of Engineers, Jackson County Parks, and Lee's Summit Parks. Meetings can include all or some of the stakeholders. Consultant will provide design plan graphics for the meetings.

Section 12 – Bidding Services

Bidding services to progress through bidding is included in this scope as described and included here.

12.1 RFIs - Consultant will answer RFIs from the Contractors or City during advertisement/bidding period.

12.2 Pre-bid meeting – Consultant will assist with preparation of agenda and attend pre-bid meeting.

12.3 Bid review and award recommendation - Consultant will review the bids and provide opinion of bid and award recommendation.

12.4 **Pre-construction meeting** - Consultant will assist with preparation of agenda and attend pre-bid meeting.

Section 13 – Optional Services
The following services are considered optional and may become needed. These will not be performed unless written authorization is provided by the City.

13.1 **Utility Potholing**
Consultant will retain an underground utility daylighting company to pothole certain critical utilities that necessitate ASCE 38-22 Subsurface Utility Engineering (SUE) Quality Level (QL) A accuracy.

13.2 **Survey Staking**
13.2.1 ROW Staking. Consultant will perform right-of-way staking for up to three (3) properties for the purpose of right-of-way acquisition. Effort includes marking each right-of-way and easement at each corner and every 50 feet along tangents.

13.2.2 Alignment Staking. Consultant will perform project alignment staking along the length of the project. Effort includes staking each PI, every 100 feet along tangents, and every 50 feet along curves.

13.3 **Retaining Wall Preliminary Design**
If it is determined a retaining wall is needed on the west side of Sampson Road for to minimize the grading impact to the Corps property this optional service can be authorized. Consultant will investigate the option and cost of three retaining wall type alternatives included here.

- MSE Wall
- Big block wall
- Cast-in-place concrete wall

13.3.1 Coordinate layout and profile design

13.3.2 Coordinate Geotech borings and foundation recommendations

13.3.3 Preliminary proportioning design of CIP wall

13.3.4 Preliminary cost estimates

13.4 **Retaining Wall Final Design**
13.4.1 Final Design. Perform final design of retaining wall based on the selected wall type and comment resolution from preliminary design.

13.4.2 Generate retaining wall plans sheets using MoDOT CADD standards. The following stages are anticipated within the final design phase:

- 95% deliverable plans with quantities, construction cost estimate, specifications
  - Final quantities based on construction plans

- Final construction cost estimate based on recent City and Missouri bid tabs.
- 100% signed & sealed plans and specifications.
- Signed & sealed plans after final comments from the City have been addressed.

The following sheets are anticipated for the wall design:

13.4.2.1 General Notes & Quantities
13.4.2.2 Retaining Wall Plan & Profile (2 sheets)
13.4.2.3 Reinforcing Details (3 sheets)

13.4.3 Quantities and Cost Estimate. Quantities will be compiled, and engineers' opinion of probable cost completed using recent City bid tabs, MoDOT, and other local bid tabs.

13.4.4 Specifications. Compile job specifications based on MoDOT and City specifications.

- Signed & sealed specifications after final comments from the City have been addressed.
- Unsigned submitted with 95% plans.
- Signed submitted with 100% plans.

13.4.5 Internal Quality Review

13.4.6 Comment Resolution of City Review Comments.

13.5 Minor Culvert Design (Sampson Road just south of Scherer Road)

If deemed necessary through inspection and evaluation listed in Section 7.1.2 the culvert design can be added as an optional service described here. Design of replacement of the culvert just south of the Scherer Road and Sampson Road intersection. This purpose of the design replacement would be to ensure it is serviceable for construction traffic to Sampson Road Bridge Replacement. Design will utilize a standard culvert structure (possibly CMP) and MoDOT standard details for the culvert, headwall, and wingwalls as necessary. Roadway improvements near the intersection are anticipated to only include that necessary to replace the culvert. Proposed design intended to not include guardrail so may require extending the culvert to maintain proper clear zone slopes.

13.5.1 Preliminary Design to include development of the culvert design and development of the following sheets.

13.5.1.1 Culvert Plan & Profile
13.5.1.2 Roadway Plan & Profile

The following items are also included in this effort.
13.5.1.3 Develop preliminary level quantities and construction cost estimate.
13.5.1.4 Internal Quality Review
13.5.1.5 Comment Resolution of City Review Comments.

13.5.2 Right-of-way Plans - Improvements are anticipated to be limited to the existing right-of-way. If additional property acquisition is required, it can be negotiated as supplement to this scope of work.

13.5.3 Final Design - The Consultant will advance the design to final design based on feedback from the preliminary plan comments.

13.5.3.1 Previous sheets will be updated and applicable sheets identified in Section 9.4 will be expanded to include this culvert area.

13.5.3.2 Develop final quantities and construction cost estimate.

13.5.3.3 Specifications. Compile job specifications based on City specifications and any special provisions or technical specifications.

13.5.3.4 Internal Quality Review

13.5.3.5 Comment Resolution of City Review Comments.

13.5.4 Bid Documents - The Consultant will address the final plan review comments and complete the bid plans and work with the City to develop the Project Manual for bidding as identified in Section 9.5.

13.5.4.1 Plans

13.5.4.2 Quantities & Estimate

13.5.4.3 Project Manual

13.6 FEMA - Conditional Letter of Map Revision (CLOMR) Services

Consultant will prepare the Request for Conditional Letter of Map Revision (CLOMR) with the required technical data and FEMA forms required for the project. The CLOMR extents will include Mouse Creek from Scherer Road to the east side of the Park West property.

13.6.1 Surface models and basemap preparation will be completed under Section 4.

13.6.2 Hydrology. Much of this effort is included under Section 4. The effort included in this section includes compiling the descriptions for inclusion in the report.

13.6.3 Hydraulics. Much of this effort is included under Section 4. The effort included in this section includes compiling the model evolution (Current Effective, Duplicate Effective, Corrected Effective, Proposed) and description for CLOMR documentation.

13.6.4 Report. Much of the reporting effort included in Section 4 for the no-rise reporting can be reused for this. There will be additional effort needed to create the CLOMR report.

13.6.5 Floodplain mapping. Consultant will complete the necessary floodplain delineations and work maps showing the project location, floodplain, floodway, cross sections, hydraulic structures, and topographic information.

13.6.6 Annotated FIRM Panel. Consultant will create the annotated FIRM panels showing relevant and required information on the annotated FIRM panel.

13.6.7 MT-2 Forms. Consultant will prepare the necessary MT-2 Forms to include Forms 1, 2, and 3.

13.6.8 Endangered Species Act (ESA) Compliance. As part of the CLOMR, FEMA requires that an assessment to the occurrence and impact to federally listed species under the

Endangered Species Act (ESA) be provided. The Consultant will assess habitat in the project area and prepare a brief memorandum discussing the methods, results, and conclusions of this assessment. Once the project alternatives are known and the full impact of the improvements is known a supplemental to this agreement can be negotiated.

13.6.9 Public Notification Documents. Consultant will prepare the necessary maps and public notification letter. The City will be required to review and send notification to property owners.

13.6.10 Submittal to FEMA. Consultant will prepare the submittal package. The City will be responsible for submitting the CLOMR to FEMA as well as paying and review fees required by FEMA.

13.6.11 Responding to Review Comments. Consultant will coordinate, address, and respond to FEMA review comments.

Section 14 – Construction Related and Post-Construction Services

Construction related and post-construction services will be negotiated and added to the contract when the selected alternative is determined and design is nearly complete, so the level of effort can be better estimated. These may include, but are not limited to, the following:

- Construction RFIs after bidding
- Review of change orders, pay applications, etc.
- Shop drawing review
- Material review and testing
- Construction observation
- Bridge inspection
- Final inspection, punch list review
- Preparation of as-built/record drawings
- FEMA Letter of Map Revisions (LOMR) services

Assumptions

1. Full-size plan sheets are to be 22” x 34”. US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.
2. Plan scale will be 1”=20’. Profile scale will be 1”=20’ horizontal and 1”=5’ vertical. The scale of other sheets will be modified depending on the level of detail required.
3. Scope assumes only one bid package.
4. All submittals will be electronic (PDF, word, excel, etc.). No full-size plan prints are included except as described in Section 11 for meetings.

Owner’s Responsibilities

1. Provide the City standard design criteria for the design of roadways and storm drainage systems to the Consultant.
2. Provide the City standard details to the Consultant for use in the project.

3. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
4. Notify all property owners along the project and other interested parties of any public meetings.
5. Arrange and provide the facilities for all public and utility meetings.
6. City will provide names and contact information for each utility company.
7. The City will provide venue for utility meetings. The Consultant will arrange and coordinate utility meeting as well as collect and prepare meeting minutes.
8. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
9. Acquire all proposed right-of-way and easements, as required.
10. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.
11. Prepare the Project Manual for use during the bidding process.
12. Provide WCI with O&E reports for all adjacent properties to be used in the development of the right-of-way base mapping.
13. City will provide the Consultant with copies of all plats adjacent to the project in *.tif format or hard copy as available.

Items Not Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
    a. Changes in the scope, extent, or character of the project.
    b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
    c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. Geotechnical investigations and recommendations except as specifically identified.
3. No environmental investigations, permits or services are included except as specifically identified.
4. Full property survey or setting of new property corners if they are missing is not required.
5. WCI will not reset missing section corners or monuments.
6. Boundary surveys of adjacent properties.
7. Preparation of a cultural resources survey.
8. Determination of the condition of existing utilities.
9. Design of temporary roadways to be used as temporary detour routes.
10. Guardrail design is not anticipated and not included.
11. Preparation of any environmental clearance documents, except as noted in the scope of services.
12. Revisions or modifications to the construction plans, legal descriptions, and/ or exhibits created by negotiations between the City and the property owner during property acquisition.
13. Printing of bidding documents except as identified in Section 9.5.4.
14. Design of an irrigation system for the landscaped and grassed areas.
15. Street Lighting Design.
16. Utility relocation design.

EXHIBIT B
2022 Hourly Rates

LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicenced)	$ 92.00	$ 92.00
A2	Intern Architect, Job Captain (Unlicenced)	$ 100.00	$ 100.00
A3	Intern Architect, Job Captain (Unlicenced)	$ 120.00	$ 120.00
A4	Architect (Licenced)	$ 150.00	$ 150.00
A5	Architect (Licenced)	$ 180.00	$ 180.00
A6	Architect (Licenced)	$ 220.00	$ 220.00
A7	AVP, VP, Ops Manager	$ 260.00	$ 260.00
AD1	Receptionist/File Clerk	$ 44.00	$ 66.00
AD2	Administrative Assistant II/Receptionist	$ 56.00	$ 84.00
AD3	Administrative Assistant III/Receptionist	$ 70.00	$ 105.00
AD4	Administrative Assistant IV/Executive Assistant IV	$ 76.00	$ 114.00
AD5	Senior Administrative Assistant V/Executive Assistant V	$ 95.00	$ 142.50
FC1	Junior Construction Observer	$ 65.00	$ 97.50
FC2	Construction Observer/Inspector	$ 77.00	$ 115.50
FC3	Construction Observer/Inspector	$ 92.00	$ 138.00
FC4	Construction Observer/Inspector	$ 110.00	$ 165.00
FC5	Senior Construction Observer/Inspector	$ 125.00	$ 125.00
FC6	Senior Construction Observer/Inspector	$ 150.00	$ 150.00
FS1	Survey Tech I	$ 48.00	$ 72.00
FS2	Survey Tech II	$ 60.00	$ 90.00
FS3	Survey Tech III	$ 75.00	$ 112.50
FS4	Crew Chief, Senior Crew Chief	$ 96.00	$ 144.00
FS5	Chief Surveyor (Licensed)	$ 138.00	$ 138.00
FS6	Survey Manager (Licensed)	$ 180.00	$ 180.00
FS7	Operations Manager (Licenced)	$ 240.00	$ 240.00
IA1	Intern I	$ 38.00	$ 57.00
IA2	Intern II	$ 54.00	$ 81.00
IA3	Intern III	$ 64.00	$ 96.00
IA4	Intern IV	$ 70.00	$ 105.00
OD1	CADD Technician (entry level)	$ 48.00	$ 72.00
OD2	CADD Technician	$ 60.00	$ 90.00
OD3	CADD Technician	$ 80.00	$ 120.00
OD4	CADD Technician	$ 100.00	$ 150.00
OD5	Senior CADD Technician/CADD Manager	$ 115.00	$ 172.50
OP1	Apprentice Stereo Operator	$ 50.00	$ 75.00
OP2	Stereo Operator	$ 63.00	$ 94.50
OP3	Stereo Operator/GIS Analyst	$ 82.00	$ 123.00
OP4	Stereo Operator/GIS Analyst	$ 110.00	$ 165.00
OP5	Chief Photogrammetrist	$ 124.00	$ 186.00
OP6	Chief Photogrammetrist	$ 180.00	$ 180.00

EXHIBIT B
2022 Hourly Rates

WILSON & COMPANY

LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
OP7	Chief Photogrammetrist	$ 240.00	$ 240.00
P1	Graduate Enginner (Unlicensed)	$ 95.00	$ 95.00
P2	Graduate Enginner (Unlicensed)	$ 105.00	$ 105.00
P3	Staff Detail Designer (Unlicensed)	$ 125.00	$ 125.00
P4	Staff Detail Designer (Licensed)	$ 147.00	$ 147.00
P5	Project Designer (Licensed)	$ 194.00	$ 194.00
P6	Project Designer (Licensed)	$ 220.00	$ 220.00
P7	Department Head, Principal (Licensed)	$ 260.00	$ 260.00
PL1	Junior Planner (Unlicensed)	$ 72.00	$ 108.00
PL2	Junior Planner (Unlicensed)	$ 86.00	$ 129.00
PL3	Planner (Unlicensed)	$ 105.00	$ 157.50
PL4	Senior Planner (Licensed)	$ 147.00	$ 147.00
PL5	Senior Planner/Project Mgr (Licensed)	$ 194.00	$ 194.00
PL6	Senior Planner/Project Manager (Licensed)	$ 220.00	$ 220.00
PL7	AVP, VP, Ops Manager	$ 260.00	$ 260.00
PD1	CADD Designer	$ 82.00	$ 123.00
PD2	CADD Designer	$ 88.00	$ 132.00
PD3	CADD Designer	$ 110.00	$ 165.00
PD4	Senior CADD Designer	$ 126.00	$ 126.00
PD5	Senior CADD Designer	$ 140.00	$ 140.00
RP1	Junior Railroad Technician	$ 92.00	$ 92.00
RP2	Railroad Technician	$ 100.00	$ 100.00
RP3	Railroad Technician/Specialist	$ 120.00	$ 120.00
RP4	Senior Railroad Specialist	$ 147.00	$ 147.00
RP5	Senior Railroad Specialist, RR Project Manager	$ 180.00	$ 180.00
RP6	Senior Railroad Specialist, RR Project Manager	$ 220.00	$ 220.00
SP1	Junior RE Specialist/Consultant	$ 63.00	$ 94.50
SP2	RE Specialist/Public Involvement/Consultant	$ 87.00	$ 130.50
SP3	Planner/ROW Agent/Project Manager	$ 105.00	$ 157.50
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	$ 150.00	$ 150.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	$ 180.00	$ 180.00
SP6	Senior RE Specialist/Planner/Project Manager	$ 220.00	$ 220.00
SP7	AVP, VP, Ops Manager	$ 260.00	$ 260.00