

ORDINANCE NO. 20-055

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH EMH&T, INC. FOR MUNICIPAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to contract with EMH&T, Inc. to provide municipal professional engineering services for the City for the period from January 1, 2021 to December 31, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:


Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with EMH&T, Inc. for municipal engineering services for the City of Canal Winchester for the period from January 1, 2021 to December 31, 2023 as detailed in Exhibit A and included herein by reference;

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 12/7/2020


  
PRESIDENT OF COUNCIL

ATTEST   
CLERK OF COUNCIL

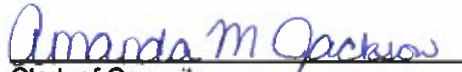
  
MAYOR

DATE APPROVED 12-8-2020

APPROVED AS TO FORM:

  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

  
Clerk of Council

# PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF CANAL WINCHESTER

and

EMH&T, Inc.

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THIS IS AN AGREEMENT made as of January 01, 2021, between the CITY OF CANAL WINCHESTER, with its main office located at 36 South High Street, Canal Winchester, Ohio 43110 (CITY) and EMH&T, Inc., an Ohio Corporation with its main office located at 5500 New Albany Road, Columbus, Ohio 43054 (CONSULTANT). This agreement shall be in effect until December 31, 2023. This agreement may be extended beyond the identified term with mutual agreement of both parties.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

## **PART 1 - SERVICES OF THE CONSULTANT**

### **1.01. General Consultation / City Engineer Services**

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Director, Construction Services Administrator, Planning Director, and City Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
  - 1. City Council / Committee Meetings (1 per month)
  - 2. Staff Meeting (1 per month)
  - 3. Other Departmental Meetings (1 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
  - 1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
  - 2. Preparation of preliminary cost estimates.

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
- H. Coordination with outside agencies and project partners to include MORPC, Franklin County, Fairfield County, City of Columbus, Township(s), Etc.
- I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
- J. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

#### **1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services**

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.
- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:

1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
7. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
8. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

## **PART 2 – CITY'S RESPONSIBILITIES**

### **2.01. CITY's Responsibilities**

- A. The CITY shall provide full information, which shall set forth the CITY's objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

## **PART 3 – GENERAL CONSIDERATIONS**

### **3.01. Standards and Parameters of Performance**

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.

- B. CONSULTANT shall serve as CITY's prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

### **3.02. Subcontracting/Assignments/Liability**

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

### **3.03. Unresolved Findings for Recovery**

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

### **3.04. Ethics and Drug Free Workplace**

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

### **3.05. Ohio Elections Law**

CONSULTANT affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the CITY OF CANAL WINCHESTER.

### **3.06. Taxes**

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the applicable sections of the Codified Ordinances of the City of Canal Winchester for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under applicable sections of the Codified Ordinances of the City of Canal Winchester for services performed under this Contract.

### **3.07. Use of Documents**

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.
- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

### **3.08. Authorized Project Representatives**

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

### **3.09. Insurance**

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.

1. **Worker's Compensation Insurance:** CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
  2. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.
  3. **Motor Vehicle Liability:** CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  4. **Professional Liability:** Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF CANAL WINCHESTER.
- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

### **3.10. Nondiscrimination**

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

### **3.11. Termination**

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement by giving written notice.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

### **3.12. Allocation of Risk**

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.
- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Attorney, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.
- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

### **3.13. Entire Agreement; Waiver**

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.



### 3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

### 3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

### 3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

## **PART 4 – PAYMENTS TO CONSULTANT**

### 4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount not to exceed **Fourteen Thousand Dollars and no cents (\$14,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

### 4.02. Fee for Individual Project Proposals

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section 1.02.C of this contract.

### 4.03. Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

### 4.04. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
  - 1. Expense of transportation in connection with travel required to carry out the scope of services;
  - 2. Long-distance communications;

3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
  4. Reproductions; and
  5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

#### **4.04. Payment of Invoices**

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

#### **4.05. Independent Consultant/Employment Taxes**

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

**City Of Canal Winchester (CITY)**

**EMH&T, Inc. (CONSULTANT)**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Authorizing Agent

Name: Michael Ebert

Name: Douglas E. Romer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

EXHIBIT A  
General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

### **STUDY AND REPORT PHASE**

Prepare studies and analysis and reports as directed by CITY's project representative.

### **DESIGN PHASE**

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

### **CONSTRUCTION PHASE**

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

### **ADDITIONAL SERVICES**

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

**ANTICIPATED HOURS/COMPENSATION**

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.C of this contract.

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

**SCHEDULE**

Provide schedule of services.

EXHIBIT B  
Rate Schedule

**Exhibit B – Rate Schedule**

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

<b>Labor Classification</b>	<b>CY 2021 Rates</b>	<b>CY 2022-2023 Rates</b>
Principal.....	\$160.00 per hour	<del>\$170</del> 175.00 per hour
Project Manager.....	\$140.00 per hour	\$150.00 per hour
Senior Engineer.....	\$120.00 per hour	\$130.00 per hour
Engineer II.....	<del>\$105</del> 110.00 per hour	\$115.00 per hour
Engineer I.....	<del>\$92</del> 95.00 per hour	<del>\$100</del> 98.00 per hour
Senior Surveyor.....	\$115.00 per hour	\$125.00 per hour
Surveyor II.....	<del>\$102</del> 105.00 per hour	<del>\$110</del> 115.00 per hour
Surveyor I.....	\$92.00 per hour	<del>\$98</del> 100.00 per hour
Senior Environmental Scientist.....	\$110.00 per hour	\$120.00 per hour
<u>Environmental Scientist II</u> .....	<u>\$95.00 per hour</u>	<u>\$98.00 per hour</u>
Environmental Scientist I.....	\$90.00 per hour	<del>\$96</del> 95.00 per hour
Senior L/A Planner.....	\$110.00 per hour	\$120.00 per hour
L/A Planner II.....	\$102.00 per hour	\$110.00 per hour
L/A Planner I.....	\$85.00 per hour	\$92.00 per hour
<u>Sr. Designer</u> .....	<u>\$95.00 per hour</u>	<u>\$105.00 per hour</u>
Designer.....	\$85.00 per hour	\$92.00 per hour
Engineer Aide.....	<del>\$80</del> 85.00 per hour	<del>\$90</del> 85.00 per hour
Technician I.....	<del>\$74</del> 75.00 per hour	<del>\$79</del> 80.00 per hour
<u>Construction Representative</u> .....	<u>\$115.00 per hour</u>	<u>\$120.00 per hour</u>
Resident Project Representative II.....	<del>\$72</del> 78.00 per hour	<del>\$76</del> 85.00 per hour
Resident Project Representative I.....	<del>\$70</del> 69.00 per hour	<del>\$64</del> 75.00 per hour
Field Survey Crew.....	\$175.00 per hour	\$185.00 per hour

Transportation..... Current IRS Rates

Stakes, prints, postal, special delivery and other miscellaneous items..... At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.)..... Actual Fee + 5%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor’s designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

The labor classifications listed above include a variety of specialized skills and disciplines including structural, highway, bridge, traffic, environmental, survey, etc. As a result, it is not possible to provide a single rate for every classification.

For extensions of this agreement beyond December 31, 2023, the rate schedule may be adjusted with mutual consent of both parties.



