


MEMO

TO: Kelvin L. Shaw, City Administrator
Jessica Pyle, Finance Manager

CC: Jason Myers, City Clerk

FROM: Christopher R. Davies P.E., Public Works Director 

DATE: October 23, 2023

SUBJECT: APPROVAL OF CONTRACT WITH WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS FOR THE SAFE STREETS FOR ALL (SS4A) GRANT

Background:

The City of Sedalia applied for and has received a United States Department of Transportation grant for the Safe Street and Roads for all program; the grant is for \$250,000.00 with a required recipient share from the City of \$50,000.00. The City Council approved and accepted the grant agreement between the City and USDOT on June 5, 2023; Ordinance No. 11815.

City staff prepared a RFQ and received two (2) RFQ's from engineering firms. After review of the RFQ Wilson & Company was the top selected firm.

Discussion:

City staff has been working with Wilson & Company to provide a Scope of Work, which includes the following major tasks:

- A. Task 1: Project Initiation and Finalization of Work Plan
- B. Task 2: Preliminary Data Collection and Safety Analysis
- C. Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential countermeasures and Needs
- D. Task 4: Prepare an Implementation Plan
- E. Task 5: Engagement
- F. Task 6: Draft and Final Report
- G. Task 7: Project Management and Quality Control

Recommendation:

It is staff's recommendation that City Council approve the contract with Wilson & Co. and authorize the Mayor to sign.

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT is made this 6th day of November 2023, by and between The City of Sedalia, MO (hereafter "Owner"), and Wilson & Company, Inc., Engineers & Architects (hereafter "Engineer"), to perform professional engineering services as described herein. Therefore, for valuable consideration as set forth herein, the Owner and Engineer agree as set forth below.

PROJECT: Safe Streets and Roads for All (SS4A) Action Plan

ENGINEER'S SCOPE OF SERVICES: (hereafter referred to as "Services") are generally described as follows, as more fully set out in Engineer's Scope of Work dated October 2, 2023, attached hereto as Exhibit A and incorporated herein by reference:

Description and Project Location: Develop a Safe Streets and Roads for All (SS4A) Action Plan for the City of Sedalia, MO, incorporating data collection, analysis, stakeholder engagement, and strategic project selections to address safety.

Terms and Conditions

ARTICLE 1 - GENERAL

- 1.1 Engineer -is an independent contractor, to perform the Services described herein. The Engineer agrees to accept responsibility for the proper conduct of Engineer's Services performed under this Agreement, whether performed by Engineer's employees or subconsultants. Engineer shall not subcontract any portion of its work without prior written approval of Owner. Owner approves of the subconsultants identified in the attached Exhibit B.
- 1.2 To the extent required by law, all final documents prepared by Engineer or its sub-consultants shall be sealed by a professional licensed in the state the Project is located.
- 1.3 The Engineer shall designate a representative authorized to act in the Engineer's behalf. Engineer reserves the right to change representatives as necessary due to availability.
- 1.4 The Engineer shall attend necessary meetings with Owner related to the Services. Engineer's base fee includes 4 such meetings, not to exceed 2 hours each (these are general project meetings included in Scope of Work Task 7, Project Management). Meetings in excess of those budgeted shall be considered and reimbursed as Additional Services.
- 1.5 The Engineer shall recommend to the Owner the obtaining of such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Engineer's Services.
- 1.6 If the Scope of Services requires Engineer to provide Opinions of Probable Construction Cost, Owner acknowledges that the Engineer has no control over the cost of labor,

material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions. The opinions of construction costs provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's reasonable judgment as a design professional familiar with the construction industry. Engineer cannot, and does not, guarantee that the bids or the project construction costs will not vary from the Opinions of Probable Construction Cost prepared by the Engineer. If Owner desires more accurate information on Project cost, it shall independently retain the services of a construction estimator.

- 1.7 The Engineer represents that it is authorized to practice engineering in the state in which the Project is located.

ARTICLE 2 - ENGINEER'S OBLIGATIONS

- 2.1 Engineer agrees to perform its Services in accordance with the standard of care set out in Article 5.1. Unless otherwise provided herein, Engineer agrees to furnish all materials, supplies, tools, equipment, supervision, labor, drawings and anything else necessary to fully perform all of the Services described herein.
- 2.2 The Engineer shall (a) cooperate with the Owner and all other consultants or contractors whose work may relate to the Engineer's Services; and (b) specifically note and promptly advise the Owner of any interference with the Engineer's Services.
- 2.3 STUDY AND REPORT PHASE
 - 2.3.1 Based on the project requirements provided by Owner, the Engineer shall complete the Safe Streets and Roads for All (SS4A) Action Plan and Report as provided in Appendix A Scope of Work.
- 2.4 TIME
 - 2.4.1 The Engineer shall commence its Services within five (5) working days of written Notice to Proceed from the Owner and if such Services are interrupted for any reason, the Engineer shall resume such Services within five (5) working days from the Owner's notice to do so.
 - 2.4.2 The Engineer shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Engineer shall submit, for the Owner's approval, a schedule for the performance of the Engineer's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the Owner's and the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project.
 - 2.4.3 The Engineer will exercise due diligence in the performance of its professional services, but due to the nature of the work, the Engineer cannot guarantee a specific timetable for completion of the Contractor's Work. The Owner waives any right to make any claims against the Engineer for any damages or expenses claims as a result of delays in the

progress of the Work so long as due diligence has been exercised by the Engineer in accordance with Paragraph 5.1, below.

ARTICLE 3 - OWNER'S OBLIGATIONS

- 3.1 Designate a representative authorized to act on the Owner's behalf. Owner reserves the right to change representatives as necessary due to availability.
- 3.2 Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- 3.3 Provide Engineer with approval of the final work program outlining the scope of the Project, the budget and the schedule.
- 3.4 Furnish Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- 3.5 Furnish Engineer with such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
- 3.6 With respect to all information Owner is required to provide or furnish Engineer, as set forth above in Paragraphs 3.2 through 3.5 inclusive, or any other information Owner provides or furnishes to Engineer pertinent to the Project and upon which it is reasonably anticipated Engineer will rely upon, Owner shall notify, in writing, Engineer of all defects, errors, or omissions in such information known by Owner or for which Owner should reasonably have knowledge.
- 3.7 Arrange for right of entry and safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 3.8 Furnish Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- 3.9 Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- 3.10 The Owner shall provide timely input and responses to Engineer with regard to approvals of designs or other inquiries. If the Owner detects any error or omission in Engineer's designs or documents, Owner shall give prompt notice to Engineer of same so that it may be corrected in a timely manner.
- 3.11 The Owner shall, at the written request of the Engineer, prior to commencement of Engineer's services and thereafter, furnish to the Engineer reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under this

Agreement. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Engineer's services. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Engineer.

- 3.12 If the Owner requires that any assembly, system, product item of material, or design be included in the Project without (or against) the Engineer's recommendation, or if the Owner selects a contractor, subcontractor, or material fabricator, or any assembly, system, product or item of material, without (or against) the Engineer's recommendation, the Engineer shall have no responsibility for such decision by the Owner or for the performance of such owner-specified items or persons, nor shall the Engineer be required to issue any opinion or certificate with respect to such items or the work of such persons. To the extent permitted by law, the Owner shall indemnify and hold the Engineer harmless from all claims, damages, loss and expense, including reasonable attorney's fees and defense costs incurred as a result of any such decision by the Owner.
- 3.13 In the event that the Owner furnishes the Engineer with documents showing existing conditions, or prior projects or designs for the Engineer's use in connection with the Project, the Owner represents to the Engineer that with regard to any and all such documents and designs, , whether in hard copy or on computer disk format (hereafter collectively referred to as the "documents"), the Owner is the true and legal owner, licensee or assignee of the copyrights in and to all such documents and grants Engineer a royalty-free license to copy such documents. Owner recognizes that the use of such documents by Engineer will be at Owner's sole risk and without any liability, risk or legal exposure to the Engineer, and Owner therefore agrees that, to the fullest extent permitted by law, the Owner will indemnify, defend and hold harmless the Engineer, its sub-consultants, and their respective officers, directors, employees and agents from and against any claim of copyright infringement, trademark infringement, unfair competition or other related claim or cause of action brought or asserted by any person or entity claiming to be the lawful owner, assignee or author of such documents, or claiming some other right that has allegedly been violated by the Engineer's use of these furnished documents on this Project.

ARTICLE 4 - PAYMENT

- 4.1 Owner agrees to pay to the Engineer for the performance of the Engineer's Work on the following basis:
- a. The total not-to-exceed fee for the services described herein is Two Hundred Thirty-Nine Thousand Six Hundred Five Dollars and No Cents (\$239,605.00). Payment shall constitute full and complete compensation for the Professional Services listed in the Scope of Work, Exhibit A.
 - b. The classifications and billing rates, and the Engineer's estimate of Costs are listed in Exhibit C, Estimated Costs and Reimbursable Expenses.

- 4.2 OTHER. Where the basis of compensation to Engineer is cost of work plus fee, hourly rates or other method, such terms shall be set forth in Exhibit C, attached hereto.
- 4.3 REIMBURSABLE EXPENSES.
- 4.3.1 Reimbursable Expenses include expenses incurred by the Engineer in the interest of the Project, as follows.
- a. Expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.
 - b. Expense of reproductions, postage and handling of drawings, specifications, reports and other documents.
 - c. Subconsultant costs in connection with the Project.
 - d. Expense of renderings, models and mock-ups requested by the Owner.
 - e. Expense of additional insurance coverage or limits, including professional liability insurance, in excess of the requirements of Article 8.
 - f. Reimbursable expenses shall be paid at the direct cost of expenses incurred by the Engineer.
- 4.3.2 Lien Waivers, in a form acceptable to Engineer, shall be furnished if requested by Owner after receipt of each progress payment.
- 4.3.3 Applications for intermediate progress payments shall be submitted to Owner in writing and shall state the amount of the Engineer's Services that has been performed and expenses incurred during the applicable pay period. Such Applications for Payment shall be submitted to the Owner on a four (4) week basis.
- 4.3.4 Payments to the Engineer shall be processed as soon as practical but no later than thirty (30) days after receipt by the Owner of the Application for Payment.. Payment will be credited first to any interest owed to Engineer and then to principal.
- 4.3.5 If Owner fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoice, then:
- a. Amounts due Engineer shall be increased to the maximum rate of interest permitted by law from said thirtieth (30) day;
 - b. Engineer shall be entitled to its attorney's fees and costs in any action to recover amounts due and unpaid; and
 - c. Engineer may, after giving seven (7) days written notice after the thirtieth (30) day of non-payment, suspend services under this Agreement until Owner has paid in full all amounts due and billed for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- 4.3.6 If Owner disputes an application for payment, whether monthly progress payment of lump sum payment, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.6.
- 4.3.7 If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is otherwise entitled under this Agreement.

ARTICLE 5 - STANDARD OF CARE

- 5.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 5.2 Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 5.3 Subject to the standard of care set forth in Paragraph 5.1, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 5.4 Engineer and Owner shall comply with applicable Laws and Regulations.
- 5.5 Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 5.1, and to the extent compliance is not inconsistent with professional practice requirements.
- 5.6 This Agreement is based on laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- 5.7 Engineer shall not be required to sign any document, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- 5.8 Engineer shall not at any time supervise, direct, control, or have authority over the work of any person or entity performing or supporting construction activities relating to the Project, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any person or entity performing or supporting construction activities relating to the Project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of any person or entity (not including Engineer, its employees, agents representatives, and consultants) performing or supporting construction activities relating to the Project to comply with laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, applicable to that person or entity's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any person or entity (not including Engineer, its employees, agents, representatives, and consultants) performing or supporting construction activities relating to the Project.
- 5.9 Engineer neither guarantees the performance of any person or entity performing or supporting construction activities relating to the Project nor assumes responsibility for any failure to furnish and perform the Work in accordance with the Construction Contract Documents by any person or entity performing or supporting construction activities relating to the Project.
- 5.10 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

ARTICLE 6 - ADDITIONAL SERVICES

- 6.1 If authorized in writing by Owner and agreed to in writing by Engineer, Engineer shall perform services not covered by the Scope of Services under this Agreement and Engineer will be paid for such additional services by Owner in accordance with Engineer's Hourly Rate Schedule, Exhibit C, attached; or by lump sum as agreed by the parties.

ARTICLE 7 - USE OF ENGINEER'S DOCUMENTS

- 7.1 The Engineer shall be deemed the author of all documents and designs created and prepared by the Engineer and shall retain all common law, statutory and other reserved rights, including the copyrights. Subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents and designs created and prepared by the Engineer, the Owner shall be permitted to retain copies, including reproducible copies, of the Engineer's drawings, specifications and other documents for information and reference, subject to the following limitations:
- 7.2 Owner acknowledges that such documents and designs created and prepared by the Engineer are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
- 7.3 Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, to the extent permitted by law, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;
- 7.4 To the extent permitted by law, owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and,
- 7.5 Such limited license to Owner shall not create any rights in third parties.
- 7.6 The Owner shall not use, modify or assign to others the Engineer's documents or designs on other projects without the Engineer's express written consent.

ARTICLE 8 - INSURANCE

- 8.1 Engineer shall procure and maintain in force, the insurance policies set forth below.
 Owner agrees that these insurance policies are in place to respond to claims made against the Engineer and, further, Owner will not withhold payment due to the Engineer for Engineers Work, for any claims that are covered by Engineer's insurance. The Engineer's insurance shall be written with limits of liability not less than those set forth below:

TYPE	LIMITS
Workers Compensation	Statutory Amount
Employer's Liability	\$1,000,000 by disease
	\$1,000,000 each accident
	\$1,000,000 each employee

Commercial General Liability:	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Product/Completed Operations	\$2,000,000
Personal Injury/Advertising Liability	\$1,000,000
Automobile Liability:	
Combined Single Limit	\$1,000,000
Umbrella/Excess Liability	
Each occurrence	\$1,000,000
Professional Liability	
Each claim and annual aggregate	\$2,000,000

8.2 The Engineer shall maintain in effect all insurance coverage required under this Agreement at the Engineer's sole expense. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled, except for non-payment of premium, until at least thirty (30) days prior written notice has been given to the Owner.

ARTICLE 9 - INDEMNITY

9.1 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, Engineer shall indemnify and hold harmless, but not defend, Owner, and Owner's officers, directors, members, partners, and employees, from actual direct losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act, error, or omission of Engineer or those for whom Engineer is legally liable in the performance of professional services in this Agreement, as adjudicated in a court of competent jurisdiction. Nothing in this paragraph shall obligate Engineer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Section 12, "Limitation of Liability."

- 9.2 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, court having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from any damage, liability, cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Owner's negligent acts, errors, or omissions and those for whom Owner is legally liable and arising from the project that is the subject of this Agreement.
- 9.3 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from any material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 9.4 The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- 9.5 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- 9.6 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question prior to pursuing legal action..
- 10.2 Owner and Engineer agree to share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 10.3 If the Owner and Engineer are unable to resolve a dispute through mediation pursuant to Paragraph 10.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction, in the state in which the Project is located, unless an alternate location is mutually agreed upon.

ARTICLE 11 - CONTRACT INTERPRETATION

- 11.1 This Agreement shall be governed by the law of the state in which the Project is located.
- 11.2 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The invalid provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.
- 11.3 This Agreement is solely for the benefit of the parties hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals, bids, or agreements, either written or oral.
- 11.4 No modification or amendment of any of the terms and conditions of this Agreement shall be valid unless agreed to in writing and signed by both parties.
- 11.5 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 12 - LIMITATION OF LIABILITY

- 12.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer, its officers, directors, employees, agents, and sub-consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) of Engineer, its officers, directors, employees, agents or sub-consultants or any of them, shall not exceed the total compensation actually received by Engineer from Owner under this Agreement. The Owner agrees and acknowledges that specific consideration has been given by the Engineer for this limitation and that it is deemed adequate.

ARTICLE 13 - SUSPENSION AND TERMINATION

- 13.1 Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Article 4.
- 13.2 Engineer may, after giving seven (7) days written notice to Owner, terminate this Agreement if Owner demands that Engineer furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or if Engineer’s services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer’s control. In such event, Engineer shall have no liability to Owner on account of such termination.

ARTICLE 14 - ADDITIONAL TERMS

The following exhibits and attachments are hereby included:

- Exhibit 1 - Affidavit of Work Authorization
- E-Verify
- Exhibit 2 – Title VI Assurance
- Exhibit 3 – Requirements Regarding Delinquent Tax Liability or a Felony Conviction
- Exhibit 4 – Certification Regarding Debarment, Suspension, and other Responsibility Matters

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

Owner:
City of Sedalia, Missouri
 By: _____
 Print name: _____
 Title: _____
 Date: _____

Engineer:
 Wilson & Company, Inc., Engineers & Architects
 By: Nicholas Thomas
 Print name: Nicholas Thomas, PE, DBIA
 Title: Vice President
 Date: 10/24/2023

None of the parties shall be legally bound by anything contained herein, or any negotiations pursuant hereto, unless and until the parties have agreed to all terms and this document has been executed and delivered by authorized representatives of each party.

SAFE STREETS AND ROADS FOR ALL ACTION PLAN

EXHIBIT 1
AFFIDAVIT OF WORK AUTHORIZATION

The contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Justin C. Klaudt (Name of Business Entity Authorized Representative) as Vice President (Position/Title) first being duly sworn on my oath, affirm Wilson & Company Inc. Engineers & Architects (Business Entity Name) is enrolled and will continue to participate in the E-verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to the Safe Streets and Roads For All Project and for the duration of this contract, if awarded, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Wilson & Company, Inc., Engineers & Architects (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the Safe Streets and Roads for All Project for the duration of the Contract/Subcontract, if awarded.

In affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040 RSMo).

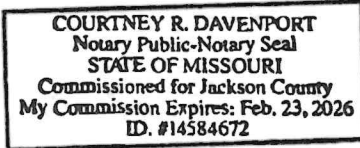
[Signature] Justin C. Klaudt
Authorized Representative's Signature Printed Name
Vice President 06/22/2023
Title Date

Subscribed and sworn to before me this 22 of June 2023. I am commissioned as a notary public within the County of Jackson, State of Missouri and my
(Name of County) (Name of State)

commission expires on 02/23/2026
(Date)

Courtney R. Davenport 06/22/2023
Signature of Notary (Date)

Missouri and my commission expires on 02/23/2026
(Name of State) (Date)



SAFE STREETS AND ROADS FOR ALL ACTION PLAN

(Continued)

AFFIDAVIT OF WORK AUTHORIZATION
CURRENT BUSINESS ENTITY STATUS

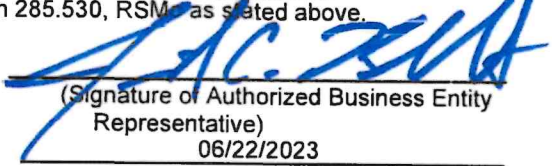
I certify that Wilson & Company, Inc., Engineers & Architects (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530, RSMo as stated above.

Justin C. Klaudt

(Print Authorized Business Entity Representative's Name)

Wilson & Company, Inc., Engineers & Architects

(Business Entity Name)


(Signature of Authorized Business Entity Representative)

06/22/2023

(Date)

As a business entity, the Contractor/Subcontractor must perform/provide the following. The Contractor/Subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-verify federal work authorization program.
Website: <http://www.dhs.gov/e-verify>
Phone: 888-464-4218;
E-mail: e-verify@dhs.gov with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required by this Agreement.

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the e-verify federal work authorization program. Documentation shall include a page from the e-verify Memorandum of Understanding (MOU) listing the contractor's or subcontractor's name and the MOU signature page completed and signed, at a minimum, by the contractor or subcontractor and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists the contractor's or subcontractor's name, then no additional pages of the MOU must be submitted).



Company ID Number: 86321

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Wilson & Company, Inc., Engineers and Architects (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Wilson & Company, Inc., Engineers and Architects	
Name (Please Type or Print) Karen L Lefevre	Title
Signature Electronically Signed	Date 01/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/07/2008

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Wilson & Company, Inc., Engineers and Architects
Company Facility Address	4401 Masthead St. NE Suite 150 Albuquerque, NM 87109
Company Alternate Address	
County or Parish	BERNALILLO
Employer Identification Number	481176300
North American Industry Classification Systems Code	541
Parent Company	Wilson & Company, Inc., Engineers & Architects
Number of Employees	500 to 999
Number of Sites Verified for	15 site(s)

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AZ	1
CA	1
CO	3
KS	1
MO	1
NE	1
NM	3
TX	3
UT	1

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Amy Straquadine
Phone Number 505-348-4124
Fax
Email Amy.Straquadine@wilsonco.com

Name Nicole Wall
Phone Number 505-348-4108
Fax
Email Nicole.Wall@wilsonco.com

SAFE STREETS AND ROADS FOR ALL ACTION PLAN

EXHIBIT 2
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

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“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

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5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

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complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

In affirmation thereof, the respondent has received and understands these terms which relate to their contract with the City of Sedalia which is being completed using federal U.S. DOT funds that require contractor and subcontractor compliance with the above requirements.



Authorized Representative's Signature

Justin C. Klaudt

Printed Name

Vice President

Title

06/22/2023

Date

SAFE STREETS AND ROADS FOR ALL ACTION PLAN

EXHIBIT 3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
- 4 **Prohibition.** If
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

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- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

In affirmation thereof, the respondent has received and understands these terms which relate to their contract with the City of Sedalia which is being completed using federal U.S. DOT funds that require contractor and subcontractor compliance with the above requirements.



Authorized Representative's Signature

Justin C. Klaut

Printed Name

Vice President

Title

06/22/2023

Date

SAFE STREETS AND ROADS FOR ALL ACTION PLAN

EXHIBIT 4
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

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Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered

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transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

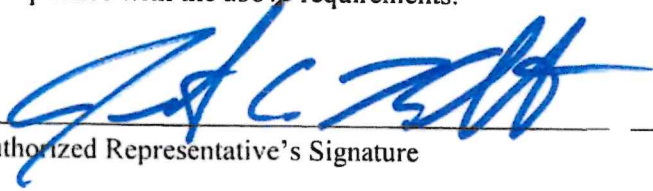
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SAFE STREETS AND ROADS FOR ALL ACTION PLAN

In affirmation thereof, the respondent has received and understands these terms which relate to their contract with the City of Sedalia which is being completed using federal U.S. DOT funds that require contractor and subcontractor compliance with the above requirements.



Authorized Representative's Signature

Justin C. Klautd

Printed Name

Vice President

Title

06/22/2023

Date

EXHIBIT A

Engineer's Scope of Work dated October 2, 2023, attached hereto as Exhibit A

Exhibit A: Scope of Work

Safe Streets and Roads for All (SS4A) Action Plan

City of Sedalia, MO.

October 2, 2023

Description and Project Location: Develop a Safe Streets and Roads for All (SS4A) Action Plan for the City of Sedalia, MO, incorporating data collection, analysis, stakeholder engagement, and strategic project selections to address safety.

Scope of Work: The scope listed below defines the work to be completed.

Task 1: Project Initiation and Finalization of Work Plan

- Finalize work plan outlining the planning process to be undertaken throughout the study period.
 - The project team will meet with the key project stakeholders City Staff, City Leaders, and Missouri Department of Transportation (MoDOT) to provide an overview of the work program and anticipated schedule. Input to refine the work program, including the public involvement activities, will be sought after based on local agency experiences. A finalized work program and associated schedule will be generated and finalized for the project kick-off.
- Work with City leaders to develop a Task Force/s.
 - Wilson & Company proposes a Task Force steering committee with a range of perspectives and responsibilities that may include City Staff, City Leadership, Traffic Committee, MoDOT, emergency management agencies (sheriff and PD), hospitals, and School Districts.

Task 1 Deliverables:

- Final Work Program and Schedule

Task 2: Preliminary Data Collection and Safety Analysis

Develop and update a GIS database with information for all roadway segments, curves, and intersections in the study area. Incorporate the latest daily traffic volume estimates and heavy vehicle estimates from MoDOT, localities. The safety analysis will focus on fatal and serious injury crashes. Incorporate roadway conditions and attributes data (e.g., posted speeds, presence of shoulder/shoulder width, lighting) using a combination of datasets from MoDOT, local jurisdiction data and input.

Acquire crash data from the City and assess to identify potential data (trends) and geographic crash trends. Develop an initial summary to share during Engagement activities. Data analysis will include:

- Crash data tabular summary and systemic analysis review
- Geographic “heat map” summary
- Crash mapping for vulnerable road users (bicyclist/pedestrian) related crashes
- High Injury Network mapping for Vulnerable Road Users
- Crash mapping for commercial vehicle related crashes
- Identification of High Injury Network corridors for all crashes
- Review of appropriate Emphasis Areas (e.g. seat belts, alcohol/drug related, intersection, segment, curve, etc.) and Contributing Circumstances.

Wilson & Company will work with the city staff to acquire community information and plans to establish the baseline existing conditions relating to the transportation system and land uses to understand area

attractors/activity centers. Additionally, recent, and programmed improvements, along with new developments within the planning area will be summarized to understand any changes that have occurred over time.

A policy review will be conducted to understand current practices relating to integrating safety into project selections, prioritization and decision making.

As part of the Safe Streets for All program, an equity analysis will be conducted to document population characteristics of the study area and understand whether identified Environmental Justice (EJ)/Justice40 populations are disproportionately impacted by safety risks. For each of these population areas, assess whether crash history or crash risk is disproportionate in comparison to the region as a whole or applicable areas (e.g., rural/urban, large city/small city). This should include a review of crash data and contribution circumstances against specific Emphasis Areas of the Kansas Strategic Highway Safety Plan (e.g, older drivers, pedestrians/cyclists, impaired driving). Evaluate the effectiveness of current safety measures in addressing the needs of these communities and identify and document any gaps or areas for improvements.

The preliminary findings will assist the team in developing the content for the visioning and goal setting workshop.

Task 2 Deliverables:

- GIS database of roadway segments, curves, and intersections with volume and conditions attributes + demographic data
- Crash data tabular summary
- Crash data geographic heat map summary
- Summary of recent and programmed improvements.
- Equity assessment of safety impacts and demographics
- Emphasis area analysis for discussion in Task 3.

Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential Countermeasures and Needs

Areas of concern, identified hotspot locations with disproportionate crash history or risk, should be looked at in more detail based on insights of the Task Force and Public Engagement. Engagement will provide insights on specific areas of concern, validate the data, and provide additional input for the vision and goals. These specific topic areas will be compared with the existing plans for emphasis area consistency to allow the community to understand if their issues are consistent with state and regional programs.

A more detailed evaluation will occur to identify priority safety corridors, spot locations, and systemic issues that surface from the data collection and engagement. Each safety corridor and spot location will be delineated and the data for these locations will be summarized to understand the core issues behind the crashes, and how potential countermeasures from each of the 4-E's can be applied to potentially correct the issues. In addition to RSAs included within the scope future Road Safety Audit (RSA) will need to be conducted – those locations will be identified for future applications. For locations where simple and low-cost countermeasures can be recommended, those, will be identified and summarized.

Task 3 Deliverables:

- Priority safety corridors, spot locations and systemic issues summary
- List of potential future RSAs
- Draft potential countermeasures

Task 4: Prepare an Implementation Plan

Beginning with assessing the organizational responsibilities for the various safety needs (specific and systemic), identified countermeasures, and the potential safety outcomes. A draft matrix of countermeasures will be developed to be shared with the stakeholder group. For each location, low-cost and investment-level countermeasures will be discussed. For investment-level countermeasures to be considered, future RSAs or design will be identified as a next step. Applicable funding sources will be identified, and a BCA analysis conducted for each potential project include in the plan.

The second step in the process with the stakeholder group will include developing a responsibility matrix for immediate countermeasure implementation. Responsibilities relating to each of the 4-E's will be assigned to develop this community-based safety plan. This will also identify current processes that need to be changed, updated or created.

Task 4 Deliverables:

- Organizational responsibilities for countermeasure implementation.
- List of immediate countermeasures to be implemented, and associated responsibilities identified.

Task 5: Engagement

Engagement includes Development of a public outreach strategy, project website/webpage development (City to Host Website), marketing materials.

Task Force/Steering Committee Engagement includes 3 in-person meetings. It is anticipated that Task Force/Steering Committee Engagements will include:

- **Task Force Startup and Preliminary Data and Safety Analysis**, will introduce the project to Task Force members, communicate expectations of members, provide an overview of SS4A, describe the project schedule, and solicit initial feedback. The discussions will include focused communication relating to each of the "4-E's" and specifically what and how is the community currently integrating Engineering, Education, Enforcement and Emergency Response/EMS into these specific topic areas. Feedback from this Task Force will help assist in drafting the vision and goals for safety in the community, including an eventual goal of zero roadway fatalities and serious injuries. Meeting will include a review of the Preliminary Data and Safety Analysis. The Task Force meeting occurring after Task 2, will be used to verify the information and data, and to identify safety emphasis areas, priorities, and countermeasures.
- **Implementation Planning**. The Task Force meeting occurring after Task 3, will be used to solicit feedback on countermeasures, and prioritize safety projects and actions to be included in the final action plan.
- **Draft Report Review**. The Task Force meeting will be used to present the Draft Action Plan Report, and discuss next steps.

Public Engagement includes 1 in-person meeting and the remaining meetings are virtual. May also include web/virtual engagement to provide presentations of goals, emphasis areas, priority corridors and spot locations, and of the conditions found, the draft countermeasures, priorities, and implementation strategy. It is anticipated that Public Engagements will include:

- **Virtual Engagements.** On-going engagement to Convey priorities and receive public input on achieving the goals of zero fatalities. Virtual engagement could include an online interactive map allowing the public to comment on proposed countermeasures and priorities and engage stakeholders from communities disproportionately impacted by crashes or crash risk identified through the safety and equity analysis task.
 - Virtual Engagement will be enhanced by an educational display developed for the Heckart Community Center, providing road safety and project information updates, and links to on-line engagement.
- **Implementation Planning.** In person and virtual public engagement occurring after Task 3, will be used to solicit feedback on countermeasures, and prioritize safety projects and actions to be included in the final action plan.
- **Draft Report.** The Public Engagement meeting will be used to present the Draft Action Plan Report, and discuss next steps.

Task 5 Deliverables:

- Presentation Materials
- Draft Vision and Goals
- Project Website Wireframe (Approximately 3-5 pages including Landing Page, About Page, FAQ page)
- Task Force and Public Engagement sign-in sheets
- Task Force and Public Engagement Feedback Summaries

Task 6: Draft and Final Report

An executive summary and draft report will be distributed to the stakeholder group that captures the work conducted, vision and goals, input from the stakeholders and public, and outcomes/recommended program, and a description of how progress will be measured over time that includes, at a minimum, outcome data.

Comments will be sought, addressed and a final report will be produced. After the final report is produced, Wilson & Company will assist with presenting the Plan to the City Council.

Task 6 Deliverables:

- Executive summary
- Draft Report
- Final Report
- Self Certification Eligibility Worksheet (SS4A, USDOT)
- Council Presentation

After completion, an electronic version of the plan will be provided for posting publicly online.

Task 7: Project Management and Quality Control

General project management tasks, periodic project updates, invoicing, and 4 progress meetings (2 virtual and 2 in person) with the City of Sedalia, MO. The consultant will establish and determine the quality assurance and quality control reporting format.

EXHIBIT B

Subconsultants

Owner approves of the use of the following subconsultants by Engineer:

<u>Name</u>	<u>Discipline</u>
Gewalt Hamilton Associates, Inc.	Traffic Counts
Single Wing Creative	Branding, Marketing, Public Engagement

EXHIBIT C

Estimated Costs and Reimbursable Expenses

Exhibit C: Estimated Costs and Reimbursable Expenses - Summary

Project: **Sedalia SS4A Action Plan**
 By: Michael Kramer
 Date: 10/02/2023 (revised)
 Client: City of Sedalia



	DESCRIPTION	HOURS	LABOR EFFORT	DIRECT EXPENSES	SUBCONSULTANT CHARGES	SUBTOTALS
1	Task 01 - Project Initiation and Finalization of Work Plan/Task Force	68	\$ 13,480.00	\$ 160.00	\$ -	\$ 13,640.00
2	Task 2 - Preliminary Data and Safety Analysis	537	\$ 50,577.00	\$ 160.00	\$ -	\$ 50,737.00
3	Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential Countermeasures and Needs	362	\$ 46,884.00	\$ 160.00	\$ -	\$ 47,044.00
4	Task 4: Prepare an Implementation Plan	204	\$ 24,666.00	\$ 160.00	\$ -	\$ 24,826.00
5	Task 5: Engagement	178	\$ 21,544.00	\$ 3,640.00	\$ 35,164.00	\$ 60,348.00
6	Task 6: Draft and Final Report	218	\$ 22,776.00	\$ 640.00	\$ -	\$ 23,416.00
7	Task 7: Project Management	107	\$ 19,194.00	\$ 400.00	\$ -	\$ 19,594.00
	TOTALS	1,674	\$ 199,121.00	\$ 5,320.00	\$ 35,164.00	\$ 239,605.00



Proj.: Sedalia SS4A Action Plan
 By: Michael Kramer
 Date: 10/02/2023 (revised)
 Client: City of Sedalia
 Notes: Agreement Stage

Exhibit C - FEE ESTIMATE WORKSHEET

Fee Reviewed by:
 JCK
 Date:
 09/20/23

TASK I.D.	WORK TASK DESCRIPTION	TASK CODE WCI CLASS TITLE	ESTIMATED HOURS							TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE	
			P7 Principal	P5 Project Manager	P4 Design Engineer	P3 Design Engineer	PL4 Senior Planner	PL3 Planner	PL2 Junior Planner					PL1 Junior Planner
TITLE	TITLE	TITLE	Department Head, Principal (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Senior Planner (Licensed)	Planner (Unlicensed)	Junior Planner (Unlicensed)	Junior Planner (Unlicensed)	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		LABOR RATE	\$280.00	\$200.00	\$155.00	\$130.00	\$147.00	\$105.00	\$86.00	\$72.00				
Task 01 - Project Initiation and Finalization of Work Plan/Task Force														
1.1	Project Kick-off		4	4	4						12.00	\$ 2,540.00	\$ 160.00	\$ 2,700.00
1.2	Finalize Work Plan		4	8	4						16.00	\$ 3,340.00	\$ -	\$ 3,340.00
1.3	Project Organization		4	8	4						16.00	\$ 3,340.00	\$ -	\$ 3,340.00
1.4	Task Force Development			12	12						24.00	\$ 4,260.00	\$ -	\$ 4,260.00
	Subtotal		12	32	24	0	0	0	0	0	68.00	\$ 13,480.00	\$ 160.00	\$ 13,640.00
Task 2 - Preliminary Data and Safety Analysis														
2.1	General project phase 02		2	2	2	2	4	8	10	10	40.00	\$ 4,538.00	\$ 160.00	\$ 4,698.00
2.2	Existing Plans/Policies/Standards			4			3		2	16	25.00	\$ 2,565.00	\$ -	\$ 2,565.00
2.3	GIS Database Development			2			8		64	64	138.00	\$ 11,688.00	\$ -	\$ 11,688.00
2.4	Crash locations - Geographic Summaries			4			6	20	30	40	100.00	\$ 9,242.00	\$ -	\$ 9,242.00
2.5	High Fatality & Severe Injury Network			2			2		24	24	52.00	\$ 4,486.00	\$ -	\$ 4,486.00
2.6	Mapping VRU crashes			2			8		24	24	58.00	\$ 5,368.00	\$ -	\$ 5,368.00
2.7	Mapping Commercial Vehicle data			2					8	12	22.00	\$ 1,952.00	\$ -	\$ 1,952.00
2.8	Equity Overlays and Analysis			4			8	26	32	70.00	\$ 7,458.00	\$ -	\$ 7,458.00	
2.9	Review Existing Programmed Improvements			4	4			4		20	32.00	\$ 3,280.00	\$ -	\$ 3,280.00
	Subtotal		2	26	6	2	39	58	194	210	537.00	\$ 50,577.00	\$ 160.00	\$ 50,737.00
Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential Countermeasures														
3.1	Risk Factors			12	16				12	12	64.00	\$ 8,036.00	\$ -	\$ 8,036.00
3.2	Countermeasure Development vs. Risk Factors			12	12	24	20		12		80.00	\$ 11,352.00	\$ -	\$ 11,352.00
3.3	Pedestrian and Bicycle Specific Countermeasures			4	8	12	8	4	10	16	62.00	\$ 7,208.00	\$ -	\$ 7,208.00
3.4	Countermeasures Selections				12	12			20		44.00	\$ 5,520.00	\$ -	\$ 5,520.00
3.5	Project Development				20	40			20		80.00	\$ 10,400.00	\$ 160.00	\$ 10,560.00
3.6	Equity considerations			4					8	8	20.00	\$ 2,328.00	\$ -	\$ 2,328.00
3.7	Project Prioritizations			4	8						12.00	\$ 2,040.00	\$ -	\$ 2,040.00
	Subtotal		0	36	76	88	28	64	42	28	362.00	\$ 46,884.00	\$ 160.00	\$ 47,044.00



Proj: Sedalia SS4A Action Plan
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Exhibit C - FEE ESTIMATE WORKSHEET

Fee Reviewed by:
 JCK
 Date:
 09/20/23

TASK I.D.	WORK TASK DESCRIPTION	TASK CODE	WCI CLASS	ESTIMATED HOURS						TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE		
				P7 Principal	P5 Project Manager	P4 Design Engineer	P3 Design Engineer	PL4 Senior Planner	PL3 Planner					PL2 Junior Planner	PL1 Junior Planner
TITLE	TITLE			Department Head, Principal (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Senior Planner (Licensed)	Planner (Unlicensed)	Junior Planner (Unlicensed)	Junior Planner (Unlicensed)	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
				LABOR RATE											
Task 4: Prepare an Implementation Plan															
4.1	Countermeasures and Implementation Objectives					4	8	8	30	20	10	80.00	\$ 8,426.00	\$ 160.00	\$ 8,586.00
4.2	Prioritization of Projects		2	4	8	8			40	20		82.00	\$ 9,560.00	\$ -	\$ 9,560.00
4.3	Identify Opportunities (cost saving measures, bundling)		2	2	8							12.00	\$ 2,200.00	\$ -	\$ 2,200.00
4.4	Potential Funding Strategies		2	2	8							12.00	\$ 2,200.00	\$ -	\$ 2,200.00
4.5	Implementation Plan Documentation			2	4				12			18.00	\$ 2,280.00	\$ -	\$ 2,280.00
	Subtotal		6	10	32	16	8	82	40	10	204.00	\$ 24,666.00	\$ 160.00	\$ 24,826.00	
Task 5: Engagement															
5.1	Subconsultant												\$ -	\$ 35,164.00	\$ 35,164.00
5.2	Task Force (3 meetings)		2	18	18				18	18		74.00	\$ 10,388.00	\$ 960.00	\$ 11,348.00
5.3	Public Engagement (1 public meeting)		2	6	6				6			20.00	\$ 3,320.00	\$ 480.00	\$ 3,800.00
5.4	Wilson&Company PI Support			4	6				10	32	32	84.00	\$ 7,836.00	\$ 2,200.00	\$ 10,036.00
	Subtotal		4	28	30	0	0	34	50	32	178.00	\$ 21,544.00	\$ 38,804.00	\$ 60,348.00	
Task 6: Draft and Final Report															
6.1	Draft Report		2	6	8			4	10	80	40	150.00	\$ 14,398.00	\$ 320.00	\$ 14,718.00
6.2	Plan Documents							2	4		12	18.00	\$ 1,578.00	\$ -	\$ 1,578.00
6.3	Monitoring			4							4	8.00	\$ 1,088.00	\$ -	\$ 1,088.00
6.4	Web Materials								4	8	12	24.00	\$ 1,972.00	\$ -	\$ 1,972.00
6.5	Resolutions			2								2.00	\$ 400.00	\$ -	\$ 400.00
6.6	Presentation			4								4.00	\$ 800.00	\$ 320.00	\$ 1,120.00
6.7	Final Report		4	4	4							12.00	\$ 2,540.00	\$ -	\$ 2,540.00
6.8													\$ -	\$ -	\$ -
	Subtotal		6	20	12	0	6	18	88	68	218.00	\$ 22,776.00	\$ 640.00	\$ 23,416.00	
Task 7: Project Management															
7.1	Project Startup		1	8	10							19.00	\$ 3,430.00	\$ 400.00	\$ 3,830.00
7.2	Project Team Project Management Plan		2	2	8							12.00	\$ 2,200.00	\$ -	\$ 2,200.00
7.3	Meetings (Owner, 2 in-person, 2 virtual)		4	8	8			4	4			28.00	\$ 4,968.00	\$ -	\$ 4,968.00



Proj.: Sedalia SS4A Action Plan
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Exhibit C - FEE ESTIMATE WORKSHEET

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TASK I.D.	WORK TASK DESCRIPTION	TASK CODE WCI CLASS TITLE	ESTIMATED HOURS							TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE	
			P7 Principal	P5 Project Manager	P4 Design Engineer	P3 Design Engineer	PL4 Senior Planner	PL3 Planner	PL2 Junior Planner					PL1 Junior Planner
TASK I.D.	WORK TASK DESCRIPTION	TITLE	Department Head, Principal (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Senior Planner (Licensed)	Planner (Unlicensed)	Junior Planner (Unlicensed)	Junior Planner (Unlicensed)	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		LABOR RATE	\$280.00	\$200.00	\$155.00	\$130.00	\$147.00	\$105.00	\$86.00	\$72.00				
7.4	General Project Management		2	8	12						22.00	\$ 4,020.00	\$ -	\$ 4,020.00
7.5	QAQC		2	8	8		8				26.00	\$ 4,576.00	\$ -	\$ 4,576.00
												\$ -	\$ -	\$ -
	Subtotal		11	34	46	0	12	4	0	0	107.00	\$ 19,194.00	\$ 400.00	\$ 19,594.00
TOTALS			41	186	226	106	93	260	414	348	1,674.00	\$ 199,121.00	\$ 40,484.00	\$ 239,605.00

Exhibit C - 2023 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	\$ 50.00	\$ 75.00
FS2	Survey Tech II	\$ 65.00	\$ 97.50
FS3	Survey Tech III	\$ 80.00	\$ 120.00
FS4	Crew Chief, Senior Crew Chief	\$ 100.00	\$ 150.00
FS5	Chief Surveyor (Licensed)	\$ 140.00	\$ 138.00
FS6	Survey Manager (Licensed)	\$ 200.00	\$ 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

Exhibit C - 2023 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
OP5	Chief Photogrammetrist	\$ 124.00	\$ 186.00
OP6	Chief Photogrammetrist	\$ 180.00	\$ 180.00
OP7	Chief Photogrammetrist	\$ 240.00	\$ 240.00
OF6	Associate Vice President	\$ 240.00	\$ 240.00
OF7/8	Vice President	\$ 270.00	\$ 270.00
P1	Graduate Enginner (Unlicensed)	\$ 100.00	\$ 100.00
P2	Graduate Enginner (Unlicensed)	\$ 115.00	\$ 115.00
P3	Staff Detail Designer (Unlicensed)	\$ 130.00	\$ 130.00
P4	Staff Detail Designer (Licensed)	\$ 155.00	\$ 155.00
P5	Project Designer (Licensed)	\$ 200.00	\$ 200.00
P6	Project Designer (Licensed)	\$ 240.00	\$ 240.00
P7	Department Head, Principal (Licensed)	\$ 280.00	\$ 280.00
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	\$ 85.00	\$ 127.50
PD2	CADD Designer	\$ 90.00	\$ 135.00
PD3	CADD Designer	\$ 115.00	\$ 172.50
PD4	Senior CADD Designer	\$ 130.00	\$ 130.00
PD5	Senior CADD Designer	\$ 150.00	\$ 150.00
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