

Watertown Economic Development Authority

February 14, 2023

Agenda Item:	Joint Powers Agreement (JPA) with Carver County for Corridor Study
Request for Action:	Approve JPA with Carver County for Corridor Study Identified in Watertown and Carver County 2040 Comprehensive Plans
Employee/Dept.:	Jake Foster, City Administrator

Background:

As indicated in both the City of Watertown and Carver County's 2040 Comprehensive Plans, the City and County will be undertaking a Corridor Study to identify the characteristics of a future North/South County roadway. The City and County have traditionally split these studies in a 50/50 cost share and require a Joint Powers Agreement (JPA) for them to be completed.

This type of approval does not typically need Council approval. However, due to the cost exceeding \$10,000, for a total City cost of \$16,937.50, staff has decided to ask for official approval from the City Council. This study is also a County requirement for the Oak Grove Estates development to be completed.

Recommendation:

Staff recommends approval of the attached JPA

Budget Impact:

\$16,937.50 (at current scope)

Funding Source:

General Fund>General Government>Other Professional Services

Motion Type:

Simple Majority of member present

Request Action/Motion:

"I move to approve the Joint Powers Agreement with Carver County to complete the north/south corridor study as identified in the agencies' 2040 comprehensive plans."

Attachments:

Draft JPA (to be updated with Mayor Walters's name)
Corridor Study Proposal

**JOINT POWERS AGREEMENT FOR A CORRIDOR STUDY ON THE FUTURE
COUNTY HIGHWAY IDENTIFIED IN WATERTOWN 2040 COMPREHENSIVE
PLAN AND CARVER COUNTY 2040 COMPREHENSIVE PLAN**

THIS AGREEMENT FOR A CORRIDOR STUDY ON THE FUTURE COUNTY HIGHWAY IDENTIFIED IN WATERTOWN 2040 COMPREHENSIVE PLAN AND CARVER COUNTY 2040 COMPREHENSIVE PLAN ("Agreement") is entered into by and between the City of Watertown ("City") and the County of Carver ("County"). The City and County sometimes are referred to individually hereinafter as a "**Party**," and sometimes are referred to collectively hereinafter as the "**Parties**." Each Party is a governmental and political subdivision of the State of Minnesota.

WITNESSETH:

WHEREAS, each Party has the authority to construct, maintain, repair, and improve public roads within its respective jurisdiction; and

WHEREAS, the Parties recognize the need for future highway and road improvements in the City, and desire to jointly undertake and share the costs of a corridor study ("**Project**"), as herein provided; and

WHEREAS, Minnesota Statutes § 471.59 provides the authority of the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other, as contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purpose. The purpose of this Agreement is to define the rights and obligations of the Parties with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. The Parties shall cooperate with each other and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties shall undertake the resolution of any disputes between the Parties in good faith, and in an equitable and timely manner. The Project documents or records shall be open to inspection by duly authorized representatives of the Parties at any time during normal business hours, and as often as reasonably deemed necessary.

Section 1.03. Relationship To Other Contracts. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents expressly referenced in this Agreement.

Section 1.04. Term. This Agreement shall become effective on the date of the last signature below, and shall continue in full force and effect until the date the Project is completed, accepted by the Parties, and all amounts owed by each Party to the other Party have been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof, and constitute a part of this Agreement.

Section 1.06 Enabling Authority. Minnesota Statutes, § 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time in writing and signed by the Parties.
- (b) **City:** the City of Watertown.
- (c) **City/County Costs:** the direct and indirect costs of the City employees and the County employees performing services on behalf of the Project, and other incidentals.
- (d) **City Representative:** Jake Foster, City of Watertown City Administrator.
- (e) **Professional Services Costs:** the fees and costs for all professional services performed by a third party for the Project.
- (f) **County:** The County of Carver.
- (g) **County Representative:** Jack Johansen, Transportation Planner.
- (h) **Project:** A corridor study of the future highway in the Project Location defined immediately below shall include, but shall not be limited to, review of past studies and their findings; analysis of the corridor and access along it; development of a roadway concept; layout of the roadway concept with cross sections; a final study report. Said corridor study shall be performed by Bolton and Menk Inc.
- (i) **Project Location:** The future county highway identified in the City's and the County's 2040 Comprehensive Plans that is to serve as a circulator route around the east side of the City connecting TH 25 to County Highways 10, 20, and 24, then to the northern city limits.

ARTICLE III
ALLOCATION OF DUTIES

Section 3.01. Project Activities. The concept and design activities for the Project include, but are not limited to, prior study review, corridor and access analysis, traffic analysis, conceptual roadway development, engineering tasks, and other related matters, shall be completed by the Parties as follows:

- (a) The County shall complete, and if the County deems necessary the County may procure third-party professional service(s) to complete, all Project activities.
- (b) The City shall provide direct input and direction to the third-party professional services provider(s) that the County procures for the Project.

ARTICLE IV
PROJECT COST SHARING

Section 4.01. Allocation.

- (a) All items of the Professional Services Costs, an estimate of which is provided in Exhibit A, shall be allocated between the Parties as follows:

The County shall pay 1/2 and the City shall pay 1/2 of the Professional Services Costs for the Project.

The Parties mutually agree that the Project cost shall not exceed \$33,875.00

- (b) All other costs including, but not limited to City/County Costs, shall be allocated between the Parties as follows:

Neither the County nor the City shall invoice the other Party for direct and indirect internal staff costs for the Project, including but not limited to City/County Costs.

Section 4.02. Adjustments and Reconciliation. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

Prior to final acceptance of the Project, the County Representative shall provide the City Representative with a reconciliation of all costs for the Project and the respective contributions of the Parties for the review and approval of the Parties.

Section 4.03. Payment to County. The City shall reimburse the County for costs incurred, pursuant to Section 4.01. The City shall pay for said costs to the County within forty-five (45) days of being invoiced for its share of the Project costs. Project costs will be invoiced upon final

acceptance of the Project, unless the Parties agree in writing upon an alternate schedule.

After an award by the County to the selected consultant(s) on the Project, the County shall invoice the City for the City's share in the Project Costs to be paid as follows: First invoice after January 1, 2023: \$8,000.00; second invoice upon completion of project for remainder of balance: \$8,937.50.

Section 4.04. Payment to City. The County agrees to reimburse the City for costs incurred, pursuant to Section 4.01. The County must pay these monies to the City within forty-five (45) days the date of receipt of the invoice for costs incurred or services performed. Costs will be invoiced at the completion of each phase of the Project, and upon final acceptance of the Project, unless the Parties agree in writing upon an alternate schedule.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01. Notices. All notices or communications permitted or required pursuant to this Agreement shall be either hand-delivered or mailed to a Party by certified mail, return-receipt requested, at the following addresses:

City: Jake Foster
City Administrator
City of Watertown
309 Lewis Ave S
PO Box 279
Watertown, MN 55388

County: Jack Johansen
Transportation Planner
Carver County Public Works
11360 Hwy 212 West, Suite 1
Cologne, MN 55322

Either Party may change its address or authorized representative by delivering a written notice to the other Party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Terms, Representations and Warranties. The representations, warranties, covenants, and agreements of the Parties under this Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants, and agreements by the other Party shall survive the expiration, termination, or withdrawal from this Agreement. Notwithstanding the preceding sentence, all terms of Sections 5.13, 5.14, 5.15, and 5.16 shall survive the expiration, termination or withdrawal from this Agreement.

Section 5.04. Non-Assignability. Neither Party shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. The Parties understand and agree that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement and attached hereto are incorporated into this Agreement, and are deemed to be part of this Agreement. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all Parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. The Laws of the State of Minnesota shall apply to this Agreement.

Section 5.09. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

Section 5.10. Further Actions. The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.11. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any rights or remedies of any nature under or by reason of this Agreement. Nothing in this Agreement is intended to create or establish any third-party beneficiary.

Section 5.12. Employees. **The Parties agree** that any and all full-time employees of County and all other employees of said County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of County only and not of City, and that any and all claims that may or might arise under the Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged (and any and all claims made by any third parties as a consequence of any act

or omission on the part of County employees while so engaged) on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of County.

It is further agreed that any and all full-time employees of City and all other employees of said City engaged in the performance of any work or services required or provided for herein to be performed by City shall be considered employees of City only and not of County, and that any and all claims that may or might arise under the Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged (and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged) on any of the work or services to be rendered herein shall be the sole obligation and responsibility of City.

Section 5.13. Indemnification. The Parties' total liability under this Agreement shall be governed by Minnesota Statutes, § 471.59, Subd. 1a.

Each Party shall be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts or omissions of the other Party or the other Party's officials, agents, and employees and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statutes, § 466.04, Subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or costs arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, § 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of each other except to the extent set forth above.

Section 5.14. Records – Availability and Access

- A. Pursuant to Minnesota Statutes, §16C.05, Subd. 5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers,

records, etc., which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement.

City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- B. Pursuant to Minnesota Statutes, § 16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.15. Data Practices. Each Party, its officials, employees, agents, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Section 5.16. Nondiscrimination. During the performance of this Agreement, the City and the County agree to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Section 5.17. Default and Withdrawal. Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety as indicated below.

Any Party may withdraw from this Agreement with as set forth above. Only the governing bodies of the Parties have authority to act pursuant to this provision of the Agreement.

IN TESTIMONY WHEREOF, the Parties hereto have caused these presents to be executed.

City of Watertown, Minnesota

Date: _____

Mayor

Attest:

Date: _____

County Administrator

Attest:

Date: _____

City Administrator

Approved As To Form:

Date: _____

County Attorney

Date: _____

County of Carver, Minnesota

County Board Chair

1. Project Understanding

The City of Watertown is experiencing development pressures on the south and east sides of the city and expects those pressures to continue. The City of Watertown and Carver County have a vested interest in preparing for this development in planning a new roadway to serve these areas. The new county highway identified in the Watertown 2040 Comprehensive Plan, will serve as a circulator route around the east side of the City connecting TH 25 to County Highways 10, 20, and 24, then to the northern city limits. A prior alignment study completed by the City of Watertown and Carver County evaluated a number of future alignments in this area and across the Crow River, however this study was performed 14 years ago when potential development interest and future land use was unclear, making it necessary to complete an updated review of the recommended alignment and identify details of the new roadway.

Current development interest between CSAH's 20 and 24 are mandating precise land preservation, and access spacing confirmations, the City of Watertown would like to assure that development occurs in accordance with a current and jointly approved plan for future transportation facilities.

The current need is to supplement the prior alignment study to explore the following:

- Confirmation of intersection spacing along the future roadway for both primary and secondary access spacing between CSAH 20 and 24.
- Highway facility type and typical section confirmation for Right of Way planning.
- Crossing location and type of the future roadway with the Luce Line State Trail.

A joint study is recommended between the City of Watertown and Carver County to evaluate the above and provide both the City and County with an updated and supplemental planning document necessary to appropriately secure right of way as needed, and guide development appropriately in accordance with the transportation system needs. The planning study would utilize the prior study as a largely accepted basis for preliminary alignment, soils information, and intersection spacing. The current study will need to confirm and refine as necessary prior study findings and expand into more detailed conceptual design scoping of the intended highway facility.

The final needs of the document will be a preliminary right of way map for the entire corridor, conceptual design sufficient to determine intersection locations (CSAH 20 to CSAH 24), ped/bike accommodations, interaction with the Luce Line Trail crossing, typical section, and an approximate cost sharing methodology as a function of existing cost participation policies and corridor specific circumstances.

The City of Watertown will lead this study in partnership with Carver County.

2. Scope of Services

Task 1: Project Management

Provide accurate, timely, coordination and facilitation services for the duration of the project, including meetings with project stakeholders.

Task 1.1: Daily Management

This will include day-to-day communication with the City of Watertown and Carver County as well as all other potentially affected interests and jurisdictions. Monthly invoicing, progress reports, cost and scheduling updates, billing preparation, and other non-technical work will be included under this task.

Task 1.2: Meetings

Meetings are an important aspect of any study to understand the issues, collect information, and present findings. Up to 3 meetings are proposed for the study:

- PMT: A project management team consisting of the City of Watertown and Carver County will meet throughout the course of the study to evaluate options and alternatives. Up to 3 meetings are assumed to occur monthly depending on schedule needs during the study.

Task 2: Prior Study Review and Findings

Our approach to the study will be to refine and expand upon the findings of the prior alignment study completed in 2008 by the City of Watertown and summarize relevant details listed in the City of Watertown 2040 Comprehensive Plan and the Carver County 2040 Comprehensive Plan.

Expected City and County Participation: Provide review and comment on prior study information and findings.

Task 3: Corridor and Access Analysis

Our team will complete a compressive review of existing conditions, planning documents and study materials previously developed by Carver County and the City of Watertown for the future corridor between CSAH 20 and CSAH 24. Below is a sampling of these items:

- Relevant prior studies
- Functional classification/role in the network
- Access/Intersection spacing guidelines
- Land use changes/growth patterns
- Future roadway connections/intersections and travel patterns

Alignment and Right of Way Preservation

An initial component of this effort will be to confirm design alignment. The prior study evaluated various alternative alignments in this corridor. The scope will consist of evaluating the prior alignment alternatives and refining as necessary to an approved pre-design alignment based on current site conditions, area constraints, and agency priorities.

Intersection Spacing and Selection

The prior study evaluated intersection spacing for primary access points. Additional evaluation will be completed for potential secondary access locations based on development constraints, County policy, and traffic demands. Prior study review recommendations will be evaluated and considered against current conditions and agency goals.

Soils and Environmental

A planning level assessment of areas of poor soils or environmentally sensitive areas will be conducted to ensure that the planned alignment is able to avoid major impacts to areas not conducive to roadway construction.

Subtask 3.1: Traffic Analysis

Using future land use areas, expected development, and potential access locations, planning-level trip generation, trip assignment, and future daily traffic volumes will be determined. A review of previously developed planning level daily volumes will also be performed. These volumes will help determine appropriate typical sections to avoid overbuilding and proper intersection control is planned for to serve area traffic both locally and regionally.

Task 4: Conceptual Roadway Development

Development pressures will require a current determination of Right of Way, and an understanding of what type of roadway facility will be required in the future. This will include understanding access spacing, roadway facility type, and trails.

Access Management:

The study will evaluate the prior report findings to understand intersection needs and alternatives along the corridor. Access and intersection recommendations will be made based on potential traffic demands expected along the corridor.

Typical Section:

A roadway typical section will also be established based upon discussions with the City and County, expected roadway capacity needs, access density, daily traffic volumes, and available right-of-way.

Roadway Facility Evaluation:

A high-level design analysis will be performed using Autodesk Infracore software to develop and visualize 3D alignments and profiles for the study corridor. The tool will enable a review for potential property impacts, the feasibility of a Luce Line Trail underpass, and planning level costs for the entire study corridor.

Expected City and County Participation: Provide requested parcel, right-of-way, and easement data; County-wide contour data.

Deliverables: Conceptual corridor layout.

Task 5: Concept Layout and Cross Sections (Bently Open Roads)

A preliminary concept layout will be created showing the selected typical section, turn lane needs, and pedestrian facilities while displaying existing easements available and highlighting future right of way needs based on the study findings. The layout will be provided as a document using in easement planning for the corridor between CSAH 20 and CSAH 24.

We will use the general alignment and profile generated in the Task 4 as the starting point to set a true roadway alignment in CAD. We will use Bentley Open Roads for the segment to develop a layout, profile, and detailed construction limits to a level of detail necessary to confidently set a right-of-way corridor adjacent to future development areas.

Deliverables: Corridor layout with profile and accurate construction limits, right of way strip map for the future roadway between CSAH 20 and CSAH 24.

Task 6: Study Report

The study report will be prepared to summarize the process used to develop the findings, conclusions and recommendations.

The final report will include:

- **Executive Summary** - summary of the major issues, evaluation, and decisions for all people to understand.
- **Study Area description** - vicinity map displaying the project area and areas of interest, and site plan.
- **Conclusions and recommendations** - summary of the study conclusion and the recommendations for improvements. These include any recommendations on proposed intersection needs and spacing, roadway type, alignment selected, right of way needs, trail guidance. These recommendations will be summarized in the document.

3. Key Staff

Andrew Budde, P.E. will help guide the team with an understanding of the local traffic demands and local system needs. The team will engage Andrew through the study as a sounding board to provide a critical review of direction and product needs. Andrew, as the city engineer, will be responsible for committing sufficient personnel and resources to accomplish the project work plan and schedule within the time frame defined. He will monitor progress, schedule, and budget and work closely with the project manager to ensure critical issues are addressed in a timely manner.

Jake Bongard, P.E., PTOE will serve as the project manager and will provide study guidance and process control. He will oversee quality assurance throughout the project process and be responsible for committing sufficient personnel and resources to accomplish the project work

plan within the time frame defined. He will work closely with the stakeholders to ensure the study goals are met, provide study review and will be critical in making sure the stakeholder's needs are met.

Mike Larson, P.E., PTOE. will serve as the transportation project engineer and will guide staff on necessary traffic deliverables. He will offer guidance on system improvement recommendations and traffic demands for the corridor between CSAH 20 and CSAH 24. Mike will be responsible for providing alignment and access recommendations for the corridor based on regional modeling and local traffic demand evaluation.

4. Schedule

The proposed schedule is presented as follows:

PMT Meetings	Monthly
<i>Kick off Meeting- Review of Alignments, Access Needs, and Key Issues</i>	<i>December 2022</i>
<i>PMT- Alignment Alternatives Review</i>	<i>January 2023</i>
<i>Final PMT- Roadway Alignment Selection and Presentation of Info</i>	<i>February/March 2023</i>

5. Costs

The estimated hours and associated fees for the study are included in the attachment at the end of this document. The total cost budget is estimated at \$33,875. A detailed cost breakdown is provided below.

CLIENT: Carver County and City of Watertown		BOLTON & MENK, INC.					
PROJECT North-South Alignment Study							
TASK NO.	WORK TASK DESCRIPTION	Principal-in-Charge	Project Manager	Transportation Engineer	EIT / Technician	Total Hours	Total Cost
1.0	Study Coordination Needs and Management	6	6	8	0	20	\$3,322
2.0	Prior Study Review and Findings	2	0	6	0	8	\$1,274
3.0	Corridor and Access Analysis	0	2	2	8	12	\$1,740
4.0	Conceptual Roadway Development	1	4	18	44	67	\$9,602
5.0	Concept Layout and Cross Sections (Bentley Open Roads)	0	1	40	60	101	\$14,475
6.0	Study Report	1	2	12	8	23	\$3,462
TOTAL HOURS		10	15	86	120	231	
AVERAGE HOURLY RATE		\$172.00	\$175.00	\$155.00	\$135.00		
SUBTOTAL		\$1,720	\$2,625	\$13,330	\$16,200		
TOTAL FEE							\$33,875

All printing, mileage, etc. is included in the hourly rates