#### **MEMORANDUM**

TO: Programs, Projects, and Operations Subcommittee

FROM: Eric Williams, Natural Resources Planner

DATE: May 3, 2022

SUBJECT: Contract Amendment No. 1 with EGA for the Beltline Trail Project

The District signed an Interlocal Agreement with the City of Omaha for design and construction of the Beltline Trail in the area from Hamilton Street at Military Ave, to the Metro transit center north of 31<sup>st</sup> and Sprague Street. In March 2021, the District contracted with a design team led by Ehrhart Griffin and Associates (EGA) to develop a conceptual plan for the entire corridor, and to identify multiple phases of the project which can be constructed independently. This process allows the District to deliver benefits to residents in our community in a timely fashion. Construction for Phase 1 was awarded in November 2021 and is in process now, and bids for Phase 2 have been received.

Through discussion with stakeholders including the City of Omaha Parks Department, the Omaha Municipal Land Bank, and community members, a scope of work for upcoming phases has been developed. Phase 3 is identified as the southern end of the corridor, from the corner of Hamilton Street and Military Ave to approximately 40<sup>th</sup> & Grant Street. The scope for this location includes design, construction plans, biding, and construction administration. Phase 3 includes two significant natural resource and community engagement locations; a trailhead at the northeast corner of the intersection, and a stormwater management location on Decatur Street. These facilities will be close to existing centers of interest and the design process will include engagement for the desired community use, and features to be included. Construction administration services for Phase 3 are included, with construction anticipated during 2023.

Phase 4 is identified to connect from the north edge of Adams Park (Phase 2) to the existing pedestrian crossing at John A Creighton Boulevard (Phase 1). This area needs additional conceptual work to determine the best route and community connection opportunities, and the scope of work includes preliminary design and stakeholder engagement.

The existing contract with EGA is for \$282,151.

 Management recommends that the Subcommittee recommend to the Board of Directors that the General Manger be authorized to execute the proposed Amendment No. 1 to the Professional Services Agreement between the District and Ehrhart Griffin & Associates for the Beltline Trail Project for the maximum amount of \$356,611 bringing the total maximum not to exceed contract amount to \$638,766, subject to changes deemed necessary by the General Manger and approval as to form by District Legal Counsel.



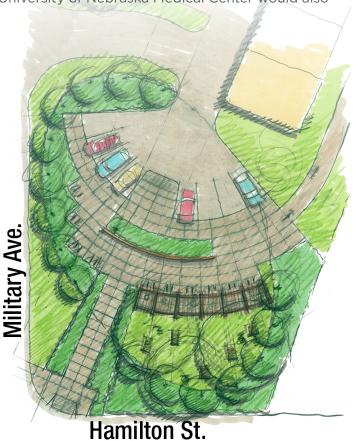
#### REFINED CONCEPTUAL DESIGN

This section divides the overall trail concept into eleven zones for greater clarity and detail.

#### Zone 1A: South Trailhead Placemaking

A trailhead at the south terminus at Hamilton and Military will introduce the trail experience to users. This facility could include parking, a public plaza and shelter, bicycle parking and repair equipment, interpretation, and public art. Its development would also help revitalize the Walnut Hill business district between 40th and Military. This strategic location also provides a gateway to future system extensions. A connection south to and through the University of Nebraska Medical Center would also

link the Beltline to the Field Club Trail and the larger regional trail system. Concepts for this connection are discussed in the Next Steps section. This site is also served by Metro's north-south crosstown Route 3, operating between the North and South Omaha Transit Centers. The concept illustrated here suggests a public amenity that provides a fitting entrance to the trail and features that benefit both users and adjacent residents.





View of proposed trailhead entrance

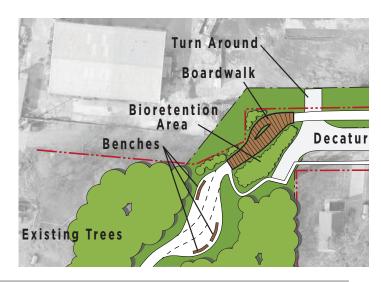


View of transit connections at proposed trailhead



# Zone 1C: Bioretention - Decatur Drainway

The Decatur Drainway is a proposed bioretention space which would (1) filter water before it enters the Omaha storm sewer system, (2) establish a midtrail placemaking and amenity node, and (3) provide an educational resource for students and families interested in learning about green infrastructure and sustainable practices. This location is nestled into a currently distressed neighborhood space. Its reuse would both demonstrate sustainable practices and strengthen the trail's connection and value to its surrounding neighborhood.





# Zone 1D: Urban Farming Placemaking: Sprout Route & Permaculture Path

The Sprout Route, which begins on Decatur Street, could elevate a community partners whose goals complement those of the trail. City Sprouts' mission is to "cultivate healthy communities and sustainable, equitable food systems." Collaboration with City Sprouts defined a trail route directly through their property. This would create a "billboard," showcasing City Sprouts' practices and expanding its outreach without compromising current programming or occupancies. The direct alignment also helps trail users learn about farming practices of varied cultures through City Sprouts' active partnerships with refugee groups using this land to sustain themselves.

The Permaculture Path, beginning on Parker Street, creates another mutually reinforcing opportunity. Omaha Permaculture aspires to "foster community through sustainable land stewardship." Based on consultation with the organization, the design team identified a route that creates a marketing and teaching asset without disturbing operations, In addition to passing through an interesting and wooded trail segment, users of the Permaculture Path segment will learn about permaculture practices in urban environments.

This is **EXHIBIT K**, consisting of 22 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 12, 2021.

# AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. 1

The Effective Date of this Amendment is:									
Background Data									
Effective Date of Owner-Engineer Agreement: March 12, 2021									
Owner: Papio-Missouri River Natural Resources District									
Engineer: Ehrhart Griffin & Associates									
Project: Beltline Trail									
Nature of Amendment:									
X Additional Services to be performed by Engineer									
Modifications to services of Engineer									
Modifications to responsibilities of Owner									
Modifications of payment to Engineer									
Modifications to time(s) for rendering services									
Modifications to other terms and conditions of the Agreement									
Description of Modifications:									
See attached.									
Agreement Summary:									
Original agreement amount: \$ 282,155.00  Net change for prior amendments: \$ 0.00  This amendment amount: \$ 356,611.00  Adjusted Agreement amount: \$ 638,766.00									
Change in time for services (days or date, as applicable):									

#### MODIFIED VERSION of

 ${\bf Exhibit} \ {\bf K-Amendment} \ {\bf to} \ {\bf Owner-Engineer} \ {\bf Agreement}.$ 

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Page 1

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER	:	ENGINE	ER:
Papio-N	lissouri River Natural Resources District	(	
Ву:		Ву:	
Name:	John Winkler	Name:	Daniel J. Dolezal, PE
Title:	General Manager	Title:	Partner, Project Manager

Date Signed: Date Signed: March 25,2022



March 25, 2022

John Winkler Papio-Missouri River Natural Resources District 8901 S 154th Street Omaha, NE 68138

RE:

Omaha Beltline Trail Contract Amendment

EGA Project No. 211028

Mr. Winkler,

The initial contract for the Omaha Beltline Trail project has concluded as the scope of services identified by Ehrhart Griffin & Associates and the design team have been performed and delivered. As discussed between the Papio-Missouri River Natural Resources District and EGA, a contract amendment is necessary to continue the project to completion of Phase 3 and Master Planning of Phase 4. See Exhibit E for map.

Please note that Phase 2 scope was revised without contract amendment to include the following out of scope design services:

- The trail length was extended from the parking lot at Bedford easterly approximately 2,400 LF to the Creighton Boulevard/Bedford Street intersection.
- By order of the State NRD reviewer we were not allowed to traverse the trail trough the spillway as anticipated. The trail was redesigned to the top of the dam and involved numerous meetings and reviews by both the City and the State.
- The trail extension also included the structural design of a hybrid precast concrete slab acting as a bridge to cross a drainage swale near Creighton Boulevard.
- Additional soils borings and investigation was necessary to determine the subgrade composition in the areas in and around the Perma-culture site as it was determined to be an industrial rubble landfill.
- Assistance with the Land Bank in property determination of best use.

Below highlights these services and fees to be included in the contract amendment:

#### Project Management

#### \$ 12,000.00

Contract amendment preparation, Board appearance, meetings with City of Omaha Parks, Recreation and Public Property, PMNRD, and team, invoicing, weekly management of resource allocation.

#### Land Surveying \$ 20.950.00 LS

Survey of project corridor of Phase 3 from Military and Hamilton to Grant Street along routing established in Master Plan.

#### Public Engagement and Master Planning \$ 10.110.00

EGA will assist in all stakeholder/public hearings, develop a drainage and post construction stormwater management strategy and design concept grades and utility coordination.

#### Construction Documents \$ 81,400.00

Preparation of construction drawings, specifications and probable construction costs. EGA will stamp and seal the plans as the coordinating professional. EGA will perform trail design and engineering calculations. The construction drawing preparation, utilizing the alignment created in the master plan, will be performed in in the following manner:

EHRHART GRIFFIN & ASSOCIATES. 3552 FARNAM STREET. OMAHA, NEBRASKA 68131 402-551-0631

Prepare construction documents to a 60% level (design development) for the Phase 3 trail using the alignment created in the master planning process. Services include preliminary plan preparation, utility coordination, City coordination, preliminary lighting design, preliminary cost opinions, a permitting assessment report, ROW/easement legal descriptions and exhibits, and preliminary specifications for all improvements including amenities. Includes 3 progress meetings with the NRD. Review submittals will be made at the 30% level as well as the 60% level. Preparation of 100% construction/bidding documents. This task will utilize the 60% plans developed and includes two progress meetings and a review submittal at the 90% design level. Items under this task include plan preparation, utility coordination, City coordination, lighting design, final coordination with the City, final coordination with the public utilities, final cost opinions, necessary permitting, ROW/easement legal descriptions and exhibits, specifications and bidding services for all improvements including amenities. Bidding services include contact calls with appropriate bidders, bid clarifications and addenda, pre-bid meeting, bid opening and bid recommendation to the Board. Public advertisement will be the responsibility of the PMNRD.

## Construction Management \$ 36,112.00

Construction management services are restricted only to the areas as defined under the Construction Documents. Services will include preparation of the construction contract, pre-con meeting, weekly construction meetings, part-time observation site visits to document progress, pay app preparation, RFI's, CO's, NPDES observations, punch list and follow up walk thru and project closeout. Part-time observations are based on an average of one hour site visit per day. Actual implementation will focus on critical construction items such as concrete placement, and hours will be group/adjusted accordingly. This fee includes resident observation for all work constructed on or near the Adams Park dam of Phase 2.

#### Reimbursables

#### \$ 2,000.00

This item is to be billed on a not to exceed basis and includes full size bond copies and mylar reproductions, in-house and express messenger deliveries, contract and in-house reproduction, postage and mileage. Advertising for bidding is excluded.

#### RDG

#### \$ 177,075.00

See Scope of Services Beltline Trail, 3004.590.01, created by RDG on March 24, 2022, attached as Exhibit A.

## Thiele Geotech Phase 1 Material Testing Services \$ 5.640.00

See Proposal for Material Testing Services OPW 54178: Omaha Beltline Trail – Phase 1 N. 31<sup>st</sup> Ave. and Sprague Street, Omaha, Nebraska created by Thiele Geotech, Inc. on February 1, 2022, attached as Exhibit B.

## Thiele Geotech Phase 2 Material Testing Services \$ 16,476.00

See Proposal for Material Testing Services Omaha Beltline Trail – Phase 2 Adams Park, Omaha, Nebraska, created by Thiele Geotech, Inc. on March 22, 2022, attached as Exhibit C.

## Thiele Geotech Phase 3 Material Testing Services \$ 14,424.00

See Proposal for Material Testing Services Omaha Beltline Trail – Phase 3 (Preliminary Concept) JCB, Adams Park to North Omaha Transit Center, Omaha, Nebraska, created by Thiele Geotech, Inc. on March 22, 2022, attached as Exhibit D.

### Eco-Centrics \$18,200

Assistance with master planning the design route of Phase 3, identifying tree health and bird nesting locations thru Phase 3 during design and construction and filing necessary environmental reports regarding bird nesting during construction.

**Total Contract Amendment - \$356,611.00** (Please see attached fee worksheet for a more detailed breakdown).

A new rate table (Exhibit F) is attached as well.

Please do not hesitate to call with any questions you may have regarding these services. The terms and conditions of our original agreement remain unchanged by this contract amendment.

Sincerely,

**EHRHART GRIFFIN & ASSOCIATES** 

Daniel J. Dolezal, PE



### scope of services

03-24-2022 **Beltline Trail** 3004.590.01

Project Location:

Hamilton Street to Sprague Street Omaha. Ne

Owner:

Papio-MO NRD 8901 S. 154<sup>TH</sup> Street Omaha, Ne 68138

#### **Description:**

The scope of this project is to provide public engagement, construction documentation, bidding and construction contract administration phase services for the Beltline trail project in Omaha. RDG will be a subconsultant to Ehrhart Griffin and Associates.

#### **Basic Services Overview:**

RDG Planning & Design (RDG), as the sub consultant, will provide planning, landscape architectural, lighting design, and graphic design services. Our basic services for this project will include:

- Task 1. Project Management NA
- Task 2. Topographic Survey NA
- Task 3. Public Engagement Phase 3
- Task 4. Construction Documents Complete Phase 2
- Task 5. Construction Documents Phase 3
- Task 6. Construction Documents Wayfinding Phases 1 thru 3
- Task 7. Construction Documents Hamilton Street Trailhead includes lighting
- Task 8. Construction Documents Decatur Drainage way placemaking
- Task 9. Bidding Phases 2 & 3 including wayfinding
- Task 10. Construction Contract Administration Phases 1 thru 3 including wayfinding

#### Task 3 Public Engagement- Phase 3 – May – August 2022

#### Task 3.1 Kickoff Meeting with NRD staff – May 2022

- A. Establish goals for the project
- B. Establish public engagement process
- C. Establish schedule

#### Task 3.2 Public Engagement – May – August 2022

- D. Provide Website content to NRD staff and Spark
- E. Stakeholder Meetings If needed assume 4
  - a. Meet with stakeholders with connections to the Beltline Trail within the boundaries of phase 3
- F. Meet with City of Omaha Public Works, Parks, Landbank and private property purchaser.
- G. Coordination with developers of the North Omaha Trail, including possible interconnections between the two trails
- H. Public Meeting #1 Location TBD
  - a. Present project overview and current trail alignment. Present past planning efforts for the trail.
  - b. Obtain feedback from the public related to trail alignment, wayfinding, amenities, and placemaking.



- I. Public Meeting #2 Location TBD
  - a. Preconstruction meeting informing/updating the public on Phases 2 & 3

#### Task 4. Construction Documents - Complete Phase 2

#### Task 4.1 90% and 100% Plans

- A. 90% and 100% plans include only the trail from Maple to Bedford in Adams park
- B. Provide 90% and 100% constructions drawings for site amenities and landscaping.
- C. Prepare final specifications for items documented by RDG.
- D. Provide final cost opinion for items documented by RDG.
- E. Attend 1 meeting with the client

#### Task 5. Construction Documents - Phase 3

#### Task 5.1 30% and 60% Plans

- A. 30% and 60% plans for Phase 3 include the trail from Hamilton to Grant Street (Phase 3)
- B. Provide 30% and 60% constructions drawings for site amenities and landscaping.
- C. Prepare 60% specifications for items documented by RDG.
- D. Provide cost opinion for items documented by RDG.
- E. Attend up to 3 meetings with the client.

#### Task 5.2 90% and 100% Plans

- F. 90% and 100% plans for Phase 3 include the trail from Hamilton to Grant Street (Phase 3)
- G. Provide 90% and 100% constructions drawings for site amenities and landscaping.
- H. Prepare final specifications for items documented by RDG.
- I. Provide final cost opinion for items documented by RDG.
- J. Attend up to 2 meetings with the client

#### Task 6. Construction Documents - Wayfinding - Phases 1 thru 3

#### Task 6.1 30% and 60% Plans

- A. 30% and 60% plans for wayfinding include Hamilton to Grant, Adams Park, and Druid Hill Elementary to the North Omaha Transit Center.
- B. Provide 30% and 60% constructions drawings for wayfinding.
- C. Prepare 60% specifications for items documented by RDG.
- D. Provide cost opinion for items documented by RDG.
- E. Attend up to 2 meetings with the client.

#### Task 6.2 90% and 100% Plans

- F. 90% and 100% plans for wayfinding include Hamilton to Grant, Adams Park, and Druid Hill Elementary to the North Omaha Transit Center.
- G. Provide 90% and 100% constructions drawings for wayfinding.
- H. Prepare final specifications for items documented by RDG.
- I. Provide final cost opinion for items documented by RDG.
- J. Attend up to 1 meeting with the client

#### Task 7. Construction Documents - Hamilton Street Trailhead

#### Task 7.1 30% and 60% Plans

A. 30% and 60% plans for the Hamilton Street Trailhead located at the northeast corner of Hamilton and Military Rd.



- B. Provide 30% and 60% constructions drawings for site amenities, art integration and landscaping.
- C. Prepare 60% specifications for items documented by RDG.
- D. Provide cost opinion for items documented by RDG.
- E. Attend up to 2 meetings with the client.

#### Task 7.2 90% and 100% Plans

- F. 90% and 100% plans for the Hamilton Street Trailhead located at the northeast corner of Hamilton and Military Rd.
- G. Provide 90% and 100% constructions drawings for site amenities, art integration and landscaping.
- H. Prepare final specifications for items documented by RDG.
- I. Provide final cost opinion for items documented by RDG.
- J. Attend up to 2 meetings with the client

#### Task 8. Construction Documents - Decatur Drainage way placemaking

#### Task 8.1 30% and 60% Plans

- A. 30% and 60% plans for the Decatur Drainage way placemaking located at the west terminus of Decatur St.
- B. Provide 30% and 60% constructions drawings for site amenities, art integration and landscaping.
- C. Prepare 60% specifications for items documented by RDG.
- D. Provide cost opinion for items documented by RDG.
- E. Attend up to 2 meetings with the client.

#### Task 8.2 90% and 100% Plans

- F. 90% and 100% plans for the Decatur Drainage way placemaking located at the west terminus of Decatur St.
- G. Provide 90% and 100% constructions drawings for site amenities, art integration and landscaping.
- H. Prepare final specifications for items documented by RDG.
- I. Provide final cost opinion for items documented by RDG.
- J. Attend up to 2 meetings with the client

#### Task 9. Bidding

# Task 9.1 Bidding - Phases 2 & 3 and wayfinding for Phases 1 thru 3, Hamilton trailhead and Decatur drainage way placemaking

- A. RDG will provide clarifications throughout the bidding period for items documented by RDG for the extents of the 100% plans.
- B. Responses to questions shall be provided through written responses in the form of addenda.
- C. RDG will attend the pre-bid meeting as needed for each phase

# Task 10. Construction Contract Administration – Phases 1 thru 3 including wayfinding, Hamilton street trailhead, and Decatur drainage way placemaking

#### Task 10.1 Construction Contract Administration –

A. RDG will complete one review and approval, or take other appropriate action, upon each submittal from the contractor, including shop drawings, samples and product data for the immediate purpose of checking for conformance with visual design concepts for the work and with the information given in the contract documents.



- B. Construction Administration includes for the RDG portion of this project wayfinding, site amenities, all site plantings, and art integration is limited to 3 separate site visits for compliance.
- C. RDG will provide punch list for items documented.
- D. Construction Contract Administration is only for the extents identified in the 100% plans.

#### Compensation:

Task 3 – Public Engagement for Phase 3

\$11,472 - Hourly not to exceed

Task 4 – Construction Documents – Complete Phase 2

90% and 100% Plans -

Maple to Bedford through Adams Park \$ 8,650 - Hourly not to exceed

Task 5 - Construction Documents - Phase 3

30% and 60% Plans -

Hamilton to Grant (Phase 3) \$10,945 – Hourly not to exceed

90% and 100% Plans -

Hamilton to Grant (Phase 3) \$ 6,000 – Hourly not to exceed

Task 6 - Construction Documents - Wayfinding - Phases 1 thru 3

30% and 60% Plans -

Includes entire length of project. North

(from Druid Hill to Metro Transit Center). Central (Adams Park),

and South (Hamilton to Grant) \$30,808 – Hourly not to exceed

90% and 100% Plans -

Includes entire length of project. North

(from Druid Hill to Metro Transit Center). Central (Adams Park),

and South (Hamilton to Grant) \$ 6,975 – Hourly not to exceed

Task 7 - Construction Documents - Hamilton Street Trailhead

30% and 60% Plans -

Hamilton Street Trailhead located at the

Northeast corner of Hamilton and Military Rd. \$51,955 – Hourly not to exceed

90% and 100% Plans -

Hamilton Street Trailhead located at the

Northeast corner of Hamilton and Military Rd. \$15,775 – Hourly not to exceed

Task 7 - Construction Documents - Decatur Drainage way placemaking

30% and 60% Plans -

Decatur Drainage way placemaking located

at the west terminus of Decatur St. \$29,050 – Hourly not to exceed

90% and 100% Plans -

Decatur Drainage way placemaking located

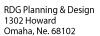
at the west terminus of Decatur St. \$10,530 – Hourly not to exceed

Task 8 – Bidding –

Phases 2, 3, and wayfinding for phases

1 thru 3, trailhead and drainage way placemaking

\$7,095 – Hourly not to exceed



Task 9 – Construction Contract Administration

Phase 1 thru 3 including wayfinding and

Trailhead and drainage way placemaking \$19,340 - Hourly not to exceed

Reimbursable expenses – billed with monthly invoices \$2,500 – not to exceed

Compensation for services stated above for a total of \$208,595 Credit from previous contract \$(31,000)

Total Fee: \$177,075

The above services shall be invoiced monthly.

Fees for the above services are subject to the terms and conditions of the contract, and compensation may be amended for additional services or changes to the contract schedule.

#### END OF BASIC SCOPE OF SERVICES

#### Additional Value-Added Services (not included basic services)

RDG Planning & Design has been fortunate to collaborate with our clients on many meaningful projects. Through these experiences RDG have developed a deep expertise and have provided our clients with a variety of additional tools and resources. In addition to our basic services, below is an abbreviated list of value-added services, tools, and resources our consultant team could provide for your project if desired:

- 1. Additional meetings and presentations
- 2. Film narration, digital recording, and video formatting and production
- 3. Website development and management
- 4. Media publications
- 5. Community surveys, public informational forums, and stakeholder and user group meetings
- 6. Advocacy efforts, fundraising, and grant application assistance

#### **Excluded Services (not included basic services)**

- 1. Rebates, grants, or other funding applications
- 2. Life-cycle cost analysis
- 3. Operational and financial analysis
- 4. All other scope and specialty services not specifically identified in basic services described herein



# Proposal for Material Testing Services OPW 54178: Omaha Beltline Trail – Phase 1 N. 31<sup>st</sup> Ave. and Sprague St. Omaha, Nebraska February 1, 2022

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

#### SCOPE OF SERVICES - MATERIALS TESTING

Material testing on this project may consist of the following services:

- 1. Compaction tests on structural fill and backfill
- 2. Compaction tests on pavement subgrades
- 3. Test concrete materials and make cylinders
- 4. Appurtenant laboratory tests on soil and concrete
- 5. Engineering consultation, reports, and project management

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

#### **ESTIMATED COST & BILLING**

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$5,640. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

#### **EXHIBITS**

Exhibit A - Unit Rate Schedule Exhibit B - General Conditions

THIELE GEOTECH, INC.	CLIENT:							
Ву:	By: Date:							
Robert E. Matlock, SVP	Name:							
13478 Chandler Road	Address:							
Omaha, Nebraska 68138-3716	City, State:							
402/556-2171 Fax 402/556-7831	Phone: Fax:							

# COST ESTIMATE OPW 54178: Omaha Beltline Trail - Phase 1

Description	Estimated Quantity	Unit Rate	Estimated Cost
Grading			
Compaction Test (ea.)	6.0	46.00	276.00
Trip Charge - Zone 1 Metro Area (/trip)	3.0	74.00	222.00
Storm Sewer			
Compaction Test (ea.)	14.0	46.00	644.00
Trip Charge - Zone 1 Metro Area (/trip)	7.0	74.00	518.00
Paving, Sidewalk, and Trail			
Compaction Test (ea.)	12.0	46.00	552.00
Trip Charge - Zone 1 Metro Area (/trip)	6.0	74.00	444.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	6.0	100.00	600.00
Compressive Strength of Cylinder (ea.)	24.0	22.00	528.00
Trip Charge - Zone 1 Metro Area (/trip)	9.0	74.00	666.00
Miscellaneous			
Senior Project Engineer (/hr.)	3.0	190.00	570.00
Standard Proctor (ea.)	1.0	200.00	200.00
Modified Proctor (ea.)	1.0	220.00	220.00
Atterberg Limits (/set)	2.0	100.00	200.00
		Total <sup>-</sup>	5,640.00

#### GENERAL CONDITIONS

- 1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.
- 2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
- **3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.
- **4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.
- **5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.
- **6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.
- 7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.
- 8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.
- 9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

- under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.
- **10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.
- 11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.
- 12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.
- **13. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.
- **14. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.
- **15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.
- **16. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.
- **17. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

#### Proposal for Material Testing Services Omaha Beltline Trail-Phase 2 Adams Park Omaha, Nebraska March 22, 2022

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

#### SCOPE OF SERVICES - MATERIALS TESTING

Material testing on this project may consist of the following services:

- 1. Compaction tests on pavement subgrades & Retaining wall backfill
- 2. Test concrete materials and make cylinders
- 3. Appurtenant laboratory tests on soil and concrete materials
- 4. Electronic reports of tested materials

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Engineer or field representative. Testing will be conducted on an "on-call" basis.

#### **ESTIMATED COST & BILLING**

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$16,476

#### **EXHIBITS**

Exhibit A - Unit Rate Schedule Exhibit B - General Conditions

THIELE GEOTECH, INC.	CLIENT:							
Ву:	By: Date:							
Robert. E. Matlock	Name:							
13478 Chandler Road	Address:							
Omaha, Nebraska 68138-3716	City, State:							
402/556-2171 Fax 402/556-7831	Phone: Fax:							

# COST ESTIMATE Omaha Beltline Trail Phase 2 (based on 90% Plans)

Description	Estimated Quantity	Unit Rate	Estimated Cost
Paving			
Compaction Test (ea.)	45.0	46.00	2,070.00
Trip Charge - Zone 1 Metro Area (/trip)	23.0	74.00	1,702.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	24.0	100.00	2,400.00
Compressive Strength of Cylinder (ea.)	96.0	22.00	2,112.00
Trip Charge - Zone 1 Metro Area (/trip)	36.0	74.00	2,664.00
Trail Bridge Footings			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	2.0	100.00	200.00
Compressive Strength of Cylinder (ea.)	8.0	22.00	176.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	74.00	296.00
Retaining Wall			
Compaction Test (ea.)	12.0	46.00	552.00
Trip Charge - Zone 1 Metro Area (/trip)	6.0	74.00	444.00
Miscellaneous			
Senior Project Engineer (/hr.)	14.0	190.00	2,660.00
Standard Proctor (ea.)	4.0	200.00	800.00
Atterberg Limits (/set)	4.0	100.00	400.00
		Total _	16,476.00

#### GENERAL CONDITIONS

- 1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.
- 2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
- **3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.
- 4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.
- **5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.
- **6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.
- 7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.
- 8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.
- 9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

- under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.
- **10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.
- 11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.
- 12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.
- **13. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.
- **14. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.
- **15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.
- **16. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.
- **17. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

# Proposal for Material Testing Services Omaha Beltline Trail-Phase 3 (Preliminary Concept) Military/Hamilton to Grant Street Omaha, Nebraska March 25, 2022

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

#### SCOPE OF SERVICES - MATERIALS TESTING

Material testing on this project may consist of the following services:

- 1. Geotech exploration of proposed alignment
- 2. Compaction tests on pavement subgrades and embankment
- 3. Test concrete materials and make cylinders
- 4. Appurtenant laboratory tests on soil and concrete materials
- 5. Electronic reports of tested materials

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Engineer or field representative. Testing will be conducted on an "on-call" basis.

#### **ESTIMATED COST & BILLING**

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$14,424.

#### **EXHIBITS**

Exhibit A - Unit Rate Schedule Exhibit B - General Conditions

THIELE GEOTECH, INC.	CLIENT:							
Ву:	By: Date:							
Robert. E. Matlock	Name:							
13478 Chandler Road	Address:							
Omaha, Nebraska 68138-3716	City, State:							
402/556-2171 Fax 402/556-7831	Phone: Fax:							

# COST ESTIMATE Omaha Beltline Trail Phase 3 (based on Preliminary Concept)

Description	Estimated Quantity	Unit Rate	Estimated Cost
Geotech Exploration			
Geotech Exploration (lump sum)	1.0	2,500.00	2,500.00
Grading			
Compaction Test (ea.)	25.0	46.00	1,150.00
Trip Charge - Zone 1 Metro Area (/trip)	13.0	74.00	962.00
Paving			
Compaction Test (ea.)	30.0	46.00	1,380.00
Trip Charge - Zone 1 Metro Area (/trip)	15.0	74.00	1,110.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	15.0	100.00	1,500.00
Compressive Strength of Cylinder (ea.)	60.0	22.00	1,320.00
Trip Charge - Zone 1 Metro Area (/trip)	23.0	74.00	1,702.00
Miscellaneous			
Senior Project Engineer (/hr.)	10.0	190.00	1,900.00
Standard Proctor (ea.)	3.0	200.00	600.00
Atterberg Limits (/set)	3.0	100.00	300.00
		Total	14,424.00
		iotai	17,727.00

#### **GENERAL CONDITIONS**

- 1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.
- 2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
- **3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.
- **4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.
- **5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.
- **6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.
- 7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.
- 8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.
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- 11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.
- 12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.
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- **17. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

#### Zone 1B: Trail - Hamilton to Grant

North of Hamilton, the trail drops down to the level of the original railbed, and follows the original rail corridor paralleling a utility easement to the line of Decatur Street. Industries have acquired and developed the railbed to the north, and the proposed northbound trail route turns east, continuing for a short distance on the north side of Decatur before turning north at City Sprouts' Decatur Urban Farm.

An important potential benefit of the Beltline Trail is its ability to encourage productive development of vacant land along the way. Poor street access and topography have been discouraging factors, but developer interest has emerged in recent years. Quality residential development would also serve trail users by providing more "eyes on the path," and a greater sense of security. The diagram on the left shows a concept that uses topography and trail access effectively to create a trailoriented urban neighborhood in this segment. This concept emphasizes middle-density urban housing, in rowhouse and single-family attached configurations. A private/public partnership through the City of Omaha's community development program could help implement this or a related development program.





#### 1/1/2022 – 12/31/2022 BILLING RATES EXHIBIT F

#### STANDARD HOURLY RATE SCHEDULE:

Principal (project management, plan signature)	\$231.00/hr.
Engineering Department Manager (supervision, plan signature)	\$231.00/hr.
Sr. Engineering Project Manager (senior project management)	\$200.00/hr.
Engineering Project Manager (engineering, design, project mgmt.)	\$137.00/hr.
Project Engineer (engineering, design)	\$137.00/hr.
Design Engineer (engineering, design)	\$131.00/hr.
Engineering Technician I (drafting)	\$110.00/hr.
Engineering Technician II (drafting, comps)	\$121.00/hr.
Construction Manager (civil construction mgmt., obs)	\$126.00/hr.
Construction Observer I (observation)	\$85.00/hr.
Construction Observer II (observation, reporting)	\$90.00/hr.
Survey Department Manager (supervision, plan signature)	\$147.00/hr.
Professional Land Surveyor (supervision, plan signature)	\$137.00/hr.
Survey Technician (drafting, comps)	\$121.00/hr.
Survey Crew Chief (supervision, survey, layout)	\$131.00/hr.
Survey Crew Chief W/ EDM (supervision, survey, layout)	\$263.00/hr.
Survey Crew Chief W/ GPS (supervision, survey, layout)	\$263.00/hr.
Survey Crew W/ Drone (targets, layout, comps)	\$263.00/hr.
Office Clerical (typing, spreadsheets)	\$85.00/hr.

#### **REIMBURSABLE EXPENSES:**

Deliveries FedEx/UPS	\$33.60/ea.
Mileage	\$0.60/mi.
Mylar Copy (24" x 36")	\$8.50/ea.
Mylar Copy (30"x 42")	\$10.50/ea.
Bond Copy (8½x11)	\$0.60¢/ea.
Bond Copy (8½x14)	\$0.70/ea.
Bond Copy (11 x 17)	\$0.80/ea.
Bond Copy (24 x36)	\$4.20/ea.
Bond Copy (30 x 42)	\$5.80/ea.
Color Copy (8½x11)	\$1.10/ea.
Color Copy (8½x14)	\$1.30/ea.
Color Copy ( 11 x 17)	\$3.20/ ea.
Color Copy (24x36)	\$6.30/ea.
Color Copy (30x42)	\$9.50/ea.
Scanning	\$1.10/sf

	Task 1			Task 2	Task 3			Task 4					Ta	ask 5			Reimbursable	S
	Project Mana	gement		Land Survey	Public Engagement	and	Master Planning	CD's 60% Level		(	CD's 100% Level		Constructi	on Managem	ent			
ľ	HNTE			HNTE	HNTE			HNTE			HNTE		Н	NTE			As used	i
	Hours/Ra	te	Fee	Fee	Hours/Rate		Fee	Hours/Rate	Fee		Hours/Rate	Fee	Hou	rs/Rate		Fee	Fee	
EGA-PM	<u>60@\$20</u>	<u>0</u>	\$ 12,000.00	\$ 20,950.00	<u>30@\$200</u>	\$	6,000.00	<u>50@\$200</u>	\$ 10,000.00		32@\$200	\$ 640.00	\$	-	\$	12,000.00	2000	
EGA-DE	\$	-	\$ -	\$ -	<u>30@\$137</u>	\$	4,110.00	<u>290@\$137</u>	\$ 39,370.00		<u>290@\$137</u>	\$ 26,304.00	\$	-	\$	24,112.00		
RDG	\$	-	\$ - :	\$ -	\$ -	\$	11,472.00	\$ -	\$ 109,613.00	\$	-	\$ 40,650.00	\$	-	\$	13,840.00	1500	
Thiele	\$	-	\$ - :	\$ -	\$ -	\$	-	\$ -	\$ -	\$	-	\$ -	\$	-	\$	3,650.00	0	
EcoCentrics	\$	-	\$ - :	\$ -	\$ -	\$	-	\$ -	\$ 6,000.00	\$	-	\$ 2,000.00	\$	-	\$	10,200.00	200	
-				Task 2 Fee														
	Ta	sk 1 Fee	\$ 12,000.00	\$ 20,950.00	Task 3 Fe	e \$	21,582.00	Task 4A Fee	\$ 164,983.00		Task 4B Fee	\$ 69,594.00		Task 5 Fee	\$	63,802.00	\$ 3,7	00.00

NOTE: Task 2 covers additional surveying required for the design of Phase 2 and full surveying of Phase 3. Surveying for Phase 4 is excluded from this scope of services.

Contract Amendment S	Contract Amendment Summary				
Task 1	\$	12,000.00			
Task 2	\$	20,950.00			
Task 3	\$	21,582.00			
Task 4	\$	234,577.00			
Task 5	\$	63,802.00			
Reimbursables	\$	3,700.00			
<b>Contract Amendment Total Amount excluding reimbursables</b>	\$	356,611.00			