

Agenda Item: 6.

MEMORANDUM

TO: West Papio Trail Giles Road to Millard, Ad Hoc Subcommittee

FROM: Eric Williams, Natural Resources Planner

SUBJECT: West Papio Trail, Giles Road to Millard  
Design Contract with Big Muddy Workshop

DATE: July 7, 2016

On June 2, 2016, the Subcommittee interviewed and selected Big Muddy Workshop as the consultant for design services on the West Papio Trail, Giles Road to Millard. District staff and Big Muddy Workshop have met to discuss, and Big Muddy Workshop has prepared a detailed scope for Phase 1 (Design) to be included in the District's standard consultant contract. At the completion of the design and bidding, it is expected that the contract will be amended for Phase 2 (Construction Administration) with scope and fee based on the construction documents developed in Phase 1.

A summary of the major activities for Phase 1 includes:

- Conceptual, Preliminary, Functional, Pre-Final, and Final Bidding Plan preparation
- Topographic survey
- Permitting
- Water resources design for Oak Hills Creek bridge repair or replacement
- Bidding assistance

A proposed details scope of work, cost estimate, and schedule are attached for review. Big Muddy Workshop will provide the professional services for Phase 1 on an hourly basis not to exceed the amount of \$ 409,152.

- **It is recommended that the Ad Hoc Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a Professional Services Agreement with Big Muddy Workshop, for Phase 1 (Design) of the West Papio Trail, Giles Road to Millard in an amount not to exceed \$ 409,152, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Original Version

Prepared by



Issued and Published Jointly by



**MODIFIED VERSION**

**Papio-Missouri River Natural Resources District**

A redline comparison copy of this document highlighting the changes made to the original version will be made available to you upon request.

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
(P-MRNRD MODIFIED)**

THIS IS AN AGREEMENT effective as of [ ] (“Effective Date”) between  
Papio-Missouri River Natural Resources District (“Owner”) and  
[ Big Muddy Workshop, Inc. ] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
[ West Papio Trail – Giles Road to Millard – Phase 1 – Design & Bidding ] (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [ Provide engineering, design and landscape architecture services to design bicycle and pedestrian trail including drainage and water resources improvements – ]

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

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Page 1

This is EXHIBIT A, consisting of [ 4 ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ] .

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### Project Initiation and Data Collection

1.1 Kick-off Meeting and Site Visit – The Consultant will hold a kick-off meeting with NRD staff to discuss design considerations required to successfully complete the trail. This will include trail alignment issues, trail width, shoulder width requirements, and pavement design considerations. The parties at the meeting will further agree on methodologies, formats, schedule and other design issues. As a part of this meeting, the Consultant will walk the proposed trail corridor with NRD staff to observe existing conditions.

1.2 Topographic Survey – The Consultant will provide the topographic survey for the project site to serve as the base for plan sheet development. The survey will identify the Owner's right-of-way for the trail project. Horizontal control will follow the City of Omaha control (modified state plane). Vertical control will be tied into NAVD 88. The topographic survey will follow the existing rail bed and will extend fifty feet (50') on either side of the rail bed. Additional survey will be provided at the following sites along the existing drainage way to allow for design of channel improvements:

- Site 1: South side of Tyson Foods property
- Site 2: Oak Hills drainage way (north railroad bridge)
- Site 3: Culvert on south side of Interstate 80

One-Call service will be used for utility locates to determine locations of utilities along the corridor prior to conducting the topographic survey. The topographic survey will be drawn in a format compatible with AutoCAD Civil3D 2016.

1.3 Wetland Delineation and Report – The Consultant will conduct a wetland delineation along the trail corridor and will identify observed wetlands and Waters of the U.S. on the topographic survey. A report outlining the findings of the delineation will be prepared for use in the Section 404 permitting required for this project.

1.4 Geotechnical Investigation – The Consultant will provide a geotechnical investigation and report for select locations along the trail corridor.

1.5 Utility Coordination – The Consultant will establish contacts with utility companies and begin preliminary utility coordination. The Consultant will acquire utility maps from the utility companies and respective municipalities. A visual observation of above-grade utilities will be made in the field by observing readily visible utility facilities and appurtenances such as utility poles, street lights, manholes, telco boxes, etc.

1.6 City Departmental Review Meetings – Along with NRD staff, the Consultant will coordinate and meet with City of Omaha and City of La Vista staff members in regard to proposed trail improvements within existing street rights-of-way.

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#### *MODIFIED VERSION of*

#### *Exhibit A – Engineer's Services*

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- 1.7 NDOR Coordination and Review Meeting – The Consultant will coordinate and meet with Nebraska Department of Roads staff, and FHWA if necessary, to discuss the proposed trail underpass at Interstate 80.
- 1.8 BNSF Coordination – The Consultant will provide notification to BNSF of the intent to construct a trail under the BNSF railroad bridge, and will request a written response letter.

Concept Design Submittal (10% complete documents)

1.9 Inspection of Existing Structures – The Consultant will inspect existing bridges to determine if any repairs or improvements are necessary prior to converting them for use as a trail bridge. The Consultant will inspect existing culverts, grade control structures and drainage ways to determine the general extent of water resource and grade stabilization improvements that may be necessary. The Consultant will provide the NRD the following documents for the bridge and culvert inspections:

- Completed inspection form on all bridges or culverts over ten feet in length.
- Report of findings and recommendations on repairs or replacement.
- Photographs of the structure.

For the inspection of grade stabilization structures, the Consultant will provide the NRD the following:

- Report of findings and recommendations on repairs or replacement of any current grade stabilization.
- The report will provide options for the channel as appropriate and estimated costs for each of the alternatives.
- Photographs of the current channel conditions.

1.10 Site Visits – The Consultant will visit the site as needed to observe existing site conditions along the proposed trail corridor.

1.11 Concept Design Drawings – The Consultant will prepare preliminary concept drawings indicating the proposed trail alignment, new bridges and grade control structures, existing bridge improvements, and railroad protection structure. The Consultant will evaluate alternate improvements for the stream crossings and water resource improvements, and will prepare conceptual drawings for each alternate for review and evaluation by the Owner.

1.12 Concept Cost Opinion – A preliminary opinion of probable construction costs will be developed using published construction costs (City of Omaha/NDOR/R.S. Means), and/or recent project bids based on the concept trail design drawings, and alternate water resource improvement drawings.

1.13 Utility Coordination – The Consultant will coordinate with utility companies and agencies of record owning and operating utility, pipeline and communication line improvements within the project corridor to help minimize potential conflicts. The Consultant will meet with utility companies, as may be needed, to review the proposed trail alignment and discuss potential conflicts.

1.14 Pre-Application Meeting with USACE – The Consultant will meet with representatives from the U.S. Army Corps of Engineers to review the concept plans, potential impacts to wetlands and Waters of the U.S., and to discuss strategies to expedite the permitting process.

1.15 Review Meetings – The Consultant will attend and participate in up to two meetings with the Owner during the concept design phase.

Preliminary Trail Design Submittal (30% complete documents)

1.16 Preliminary Design Documents – The Consultant will develop preliminary plans and cost opinion to a 30% complete level including:

- A. General Notes and Typical Cross Sections.

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Exhibit A – Engineer's Services

- B. Preliminary Summary of Quantities Sheet (preliminary quantity tabulations).
  - C. Site Preparation & Removals Plans including requirements for tree preservation.
  - D. Plan and Profile sheets of the trail alignments at a scale of 1"=30' horizontal and 1"=15' vertical with horizontal alignment including stationing and geometrics, vertical alignment including stationing and geometrics, limits of construction, proposed grading and any proposed drainage improvements.
  - E. Trail cross-sections at 50-foot intervals, plus supplemental sections where needed.
  - F. Trailhead parking lot plan at north end of trail corridor
  - G. Bridge Improvements, including plan drawings and preliminary details for existing bridge improvements and new bridges
  - H. Water Resource Improvements, including plan drawings and preliminary details. Water resource improvement plans shall be provided for the following three locations:
    - Site 1: South side of Tyson Foods property
    - Site 2: Oak Hills drainage way (north railroad bridge)
    - Site 3: Culvert on south side of Interstate 80If additional areas are later determined to require improvements, the additional fees for required design services will be negotiated with the Owner.
  - I. Railroad Undercrossing Protection Structure, including plan drawings and preliminary details
  - J. List of Special Plans for signage, retaining walls, interpretive exhibits, safety rail, seeding limits and erosion control.
  - K. A table of contents outline for the Project Manual identifying Consultant and Owner generated/provided sections.
- 1.17 Hydrology and Hydraulics Evaluation – The Consultant will evaluate the hydrology and hydraulics at each of the proposed crossings for pipe sizing, drop structure design dimensions, riprap sizing, and floodplain permitting.
- 1.18 Construction Cost Opinion – An updated opinion of probable construction costs will be prepared using published construction costs (City of Omaha/NDOR/R.S. Means), and/or recent project bids based upon the preliminary summary of quantities and other factors.
- 1.19 Utility Coordination – The Consultant will continue its coordination with utility companies and agencies of record owning and operating utility, pipeline and communication line improvements within the project corridor to help minimize potential conflicts and to adjust or relocate their utilities if required.
- 1.20 City Departmental Review Meetings – Along with NRD staff, the Consultant will meet with City of Omaha and City of La Vista staff members to review the proposed trail improvements within and adjacent to existing street rights-of-way.
- 1.21 Plan-in-Hand Meeting – The Consultant will meet with NRD staff to review the proposed trail and water resource improvements in the field.
- 1.22 Design Review Meetings - The Consultant will attend and participate in up to two meetings with the Owner during the preliminary trail design phase.
- 1.23 Public Information Meeting – This meeting is intended to discuss the preliminary location of the trail and trail design features with interested citizens. The Consultant will prepare necessary drawings and exhibits to help facilitate the meeting. The NRD will be responsible for contacting neighborhood associations, scheduling the meeting and providing a meeting location.
- 1.24 Project Management and Coordination – The Consultant will provide project management and coordination services for the project including, but not limited to, scheduling, arranging review meetings, coordination of subconsultants, and project documentation.

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*MODIFIED VERSION of*  
Exhibit A – Engineer's Services

Functional Design Submittal (60% complete documents)

- 1.25 Functional Design Documents – The Consultant will develop plans and cost opinion to a 60% complete level incorporating revisions as per the preliminary design phase review including:
- A. General Notes and Typical Cross Sections.
  - B. Revised Summary of Quantities Sheet (quantity tabulations).
  - C. Site Preparation & Removals Plans.
  - D. Plan and Profile sheets of the trail alignments.
  - E. Trail cross-sections at 50 foot intervals, plus supplemental sections where needed.
  - F. Trailhead Parking Lot plans and details.
  - G. Bridge Improvements plans and details.
  - H. Water Resource Improvements plans and details.
  - I. Railroad Undercrossing Protection Structure plans and details.
  - J. Typical construction details for construction.
  - K. Special Plans for trail signage and seeding.
  - L. Project Manual including front-end contract documents, Division1 specification sections and special provisions.
- 1.26 Hydrology and Hydraulics Evaluation – The Consultant will refine the hydrology and hydraulics evaluation as necessary based on the current design plans.
- 1.27 Construction Cost Opinion – The Consultant will revise the preliminary opinion of probable construction costs prepared during the functional trail design phase based upon current plan drawings.
- 1.28 Corps of Engineers Meeting – The Consultant will meet with representatives from the U.S. Army Corps of Engineers to review the preliminary plans, potential impacts to wetlands and Waters of the U.S., and to discuss permit requirements.
- 1.29 Design Review Meetings - The Consultant will attend and participate in up to two meetings with the Owner during the functional trail design phase.
- 1.30 Project Management and Coordination – The Consultant will provide project management and coordination services for the project including, but not limited to, scheduling, arranging review meetings, coordination of subconsultants, and project documentation.

Pre-Final Design Submittal (90% complete documents)

- 1.31 A submittal will be made of 90% complete documents for final Owner review. This submittal will include:
- A. All plan documents submitted at the 60% review reflecting review comments and corrections.
  - B. Revised tabulated quantities and cost opinions.
  - C. Project Manual including special provisions describing the bid item, construction methods for the item, method of measurement and payment for the item.
- 1.32 Hydrology and Hydraulics Evaluation – The Consultant will refine the hydrology and hydraulics evaluation as necessary based on the current design plans.
- 1.33 Design Review Meetings – The Consultant will attend and participate in up to two meetings with the Owner during the pre-final design phase.
- 1.34 Project Management and Coordination – The Consultant will provide project management and coordination services for the project including, but not limited to, scheduling, arranging review meetings, coordination of subconsultants, and project documentation.
- 1.35 Permitting – The Consultant will prepare the appropriate documents and applications to facilitate the acquisition of permits necessary for the project, including the following:

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*MODIFIED VERSION of*  
Exhibit A – Engineer's Services

- A. 404 Permit application to submit for approval to the U.S. Army Corps of Engineers. The scope of this work is anticipated to fall under nationwide permit(s).
- B. Wetland Mitigation Plan – This plan will outline the commitments to create and maintain the proposed wetland area, including the required easement documents and plan documents to construct the wetlands. The plan will also outline the annual reviews and reports needed to show the mitigation area is developing as required.
- C. National Pollution Discharge Elimination System (NPDES) permit application to submit for approval to the Nebraska Department of Environmental Quality (NDEQ).
- D. City of Omaha Grading Permit application to submit for approval to the City of Omaha Public Works Department through the use of the Permix permitting system.
- E. Stormwater Pollution & Prevention Plans indicating proposed methods to minimize soil erosion within areas impacted by grading and construction activities.
- F. Post-Construction Storm Water Management Plan application as may be required by the City of Omaha.
- G. Floodplain Development Permit applications as required by the City of Omaha Planning Department and the City of La Vista. It is anticipated that floodplain or floodway modeling is not required for this project.

Final Bidding Documents (100% complete documents)

1.36 Final bid-ready construction documents will be prepared to reflect final review comments and corrections. This submittal will include:

- A. All plan documents submitted at the 90% review reflecting review comments and corrections.
- B. Final tabulated quantities and cost opinions.
- C. Final Project Manual.

1.37 Design Review Meeting – The Consultant will attend and participate in one meeting with the Owner during the final bid document phase.

1.38 Project Management and Coordination – The Consultant will provide project management and coordination services for the project including, but not limited to, scheduling, arranging review meetings, coordination of subconsultants, and project documentation.

1.39 NRD Board Meeting – The Consultant will attend a scheduled NRD Board meeting to inform board members of the project status and schedule.

Bidding Assistance

1.40 The Consultant will provide assistance during the bidding process. Printing of bid documents shall be provided and paid for by the Owner, separate from this Agreement. Issuing bid documents and addenda to prospective bidders shall be provided by the Consultant. Services to be provided by the Consultant during the bidding process shall include:

- A. Issuance of bid documents to prospective bidders.
- B. Preparation of any required addenda.
- C. Conduct a pre-bid conference for prospective bidders.
- D. Receive and respond to questions from prospective bidders.
- E. Attend project bid opening.
- F. Provide a recommendation on apparent lowest bidder.
- G. Attend NRD Board meeting to discuss bid approval.

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**Exhibit A – Engineer's Services**

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# Appendix 1 to Exhibit A

## West Papio Trail – Giles Road to Millard – Phase 1 – Design & Bidding

### Proposed Schedule

| <u>Project Phase:</u>                 | <u>Completion Date:</u>     |
|---------------------------------------|-----------------------------|
| Project Initiation & Data Collection  | August 31, 2016             |
| Concept Design (10% Design)           | September 30, 2016          |
| Preliminary Trail Design (30% Design) | November 30, 2016           |
| Functional Trail Design (60% Design)  | February 15, 2017           |
| Pre-Final Trail Design (90% Design)   | May 1, 2017                 |
| Final Trail Design (100% Design)      | June 15, 2017               |
| Bidding Assistance                    | Dependent upon bid schedule |

Prepared: July 7, 2016

This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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For the avoidance of doubt, this Exhibit C in its entirety is expressly subject to the last sentence of Paragraph 4.01.A in the Agreement. Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
  - 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
  - 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  - 4. The total compensation for services under Paragraph C2.01 is estimated to be \$[409,152], based on the following estimated distribution of compensation:
    - a. Project Initiation & Data Collection Phase including geotechnical services~~Study and Report-Phase~~ \$[ 58,226 ]
    - b. Concept Design (10% complete)~~Preliminary-Design Phase~~ \$[ 49,160 ]
    - c. Preliminary Trail Design (30% complete)~~Final-Design Phase~~ \$[ 90,645 ]
    - d. Functional Trail Design (60% complete)~~Bidding or Negotiating Phase~~ \$[ 78,939 ]
    - e. Pre-Final Trail Design (90% complete)~~Construction Phase~~ \$[66,808 ]

|      |  |              |
|------|--|--------------|
| f.   | Final Bidding Documents (100% complete)Post-Construction Phase | \$( 33,568 ) |
| g.   | Bidding Assistance Phase                                       | \$11,806     |
| f.h. | Interpretive Exhibits Design Phase                             | \$20,000     |

5. Following notice to Owner, Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered. For the avoidance of doubt, in no event shall such amount, in combination with any other compensation, reimbursement and/or any other amount to be paid by Owner with respect to and/or pursuant to this Agreement exceed the Maximum Amount unless Owner agrees otherwise in a signed written agreement entered into pursuant to this Agreement.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses reasonably and actually incurred and Engineer's Consultants' charges.
8. The parties may, by mutual written agreement, adjust annually the Standard Hourly Rates and Reimbursable Expenses Schedule to reflect equitable changes in the compensation payable to Engineer.

**C2.02 Compensation For Reimbursable Expenses**

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C to the extent they are actually and reasonably incurred in furtherance of the Project.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto to the extent necessary for completion of the Project and specifically approved in advance by Owner in this Agreement writing; providing and maintaining field office facilities including furnishings and utilities; ~~mailing and delivery service expenses~~, reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually and reasonably incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of

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**Exhibit C – Compensation Decision Guide.**

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1.0. For the avoidance of doubt, in no event will the Reimbursable Expenses, in combination with any other reimbursements, compensation and/or any other amounts to be paid by Owner with respect to and/or pursuant to this Agreement exceed the Maximum Amount unless otherwise agreed by Owner in a signed written agreement entered into pursuant to this Agreement.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0. For the avoidance of doubt, in no event will such compensation, together with any other compensation, reimbursements and/or any other amounts to be paid by Owner with respect to and/or pursuant to this Agreement exceed the Maximum Amount unless otherwise agreed by Owner in a signed written agreement entered into pursuant to this Agreement.
- B. Factors: The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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**Exhibit C – Compensation Decision Guide.**

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# Appendix 3 to Exhibit C

Professional Services Fee and Reimbursable Expense Summary

## West Papio Trail - Giles Road to Millard

Design Firms: Big Muddy Workshop, Inc. & JEO Consulting Group, Inc.  
Date: July 7, 2016

|  | BMW                     |                           |                        |                     |                |             |         |                 |                    |         | JEO           |                |                  |          |              |              |  |  |  |  | Total |
|--|-------------------------|---------------------------|------------------------|---------------------|----------------|-------------|---------|-----------------|--------------------|---------|---------------|----------------|------------------|----------|--------------|--------------|--|--|--|--|-------|
|  | Principal/<br>Land Arch | Sr Proj Mgr/<br>Land Arch | Proj Mgr/<br>Land Arch | Intern Land<br>Arch | WR PM<br>or PE | Trans<br>QC | PE      | WR PE or<br>EIT | Trans PE<br>or EIT | WR CAD  | Trans<br>Cadd | Env. Scientist | Structural<br>PE | Survey   | BMW Subtotal | JEO Subtotal |  |  |  |  |       |
| <b>BASIC SCOPE OF SERVICES</b>   |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          |              |              |  |  |  |  |       |
| <b>Project Initiation &amp; Data Collection</b>                                      |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          |              |              |  |  |  |  |       |
| 1.1 Kick-off Meeting and Site Visit  | 8                       | 8                         | 8                      | 0                   | 6              | 6           |         |                 |                    |         |               |                |                  |          | \$3,920      | \$1,966      |  |  |  |  |       |
| 1.2 Topographic Survey   | 1                       | 1                         | 1                      | 0                   | 2              | 2           |         |                 |                    |         |               |                |                  |          | \$160        | \$23,800     |  |  |  |  |       |
| 1.3 Wetland Delineation and Report   | 2                       | 2                         | 2                      | 0                   | 2              | 2           |         |                 |                    |         |               |                |                  |          | \$320        | \$3,932      |  |  |  |  |       |
| 1.4 Geotechnical Investigation   | 4                       | 4                         | 4                      | 0                   | 3              | 3           |         |                 |                    |         |               |                |                  |          | \$940        | \$0          |  |  |  |  |       |
| 1.5 Utility Coordination   | 6                       | 10                        | 10                     | 0                   | 3              | 3           |         |                 |                    |         |               |                |                  |          | \$2,740      | \$1,413      |  |  |  |  |       |
| 1.6 City Departmental Review Meetings  | 3                       | 10                        | 10                     | 0                   | 12             | 12          |         |                 |                    |         |               |                |                  |          | \$2,170      | \$1,962      |  |  |  |  |       |
| 1.7 NDOR Coordination & Review Meetings  | 1                       | 6                         | 6                      | 0                   | 28             | 28          |         |                 |                    |         |               |                |                  |          | \$1,150      | \$4,648      |  |  |  |  |       |
| 1.8 BNSF Coordination  | 18                      | 42                        | 42                     | 0                   | 9              | 9           |         |                 |                    |         |               |                |                  |          |              |              |  |  |  |  |       |
| x Hourly Rate  | \$190                   | \$160                     | \$140                  | \$90                | \$160          | \$166       | \$130   | \$115           | \$110              | \$135   | \$100         | \$90           | \$145            | \$100    |              |              |  |  |  |  |       |
| Subtotal   | \$3,420                 | \$6,720                   | \$1,120                | \$0                 | \$1,440        | \$8,466     | \$0     | \$0             | \$0                | \$0     | \$0           | \$3,600        | \$435            | \$23,800 | \$11,260     | \$37,741     |  |  |  |  |       |
| <b>Professional Fees for Project Initiation &amp; Data Collection Phase Services</b> |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          |              |              |  |  |  |  |       |
| <b>Concept Design Submittal (10% complete)</b>                                       |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          |              |              |  |  |  |  |       |
| 1.9 Inspection of Existing Structures  | 3                       | 9                         | 9                      | 0                   | 8              | 2           | 24      | 16              | 16                 |         |               |                |                  |          | \$0          | \$10,652     |  |  |  |  |       |
| 1.10 Site Visits   | 8                       | 12                        | 24                     | 0                   | 4              | 4           |         |                 |                    |         |               |                |                  |          | \$3,270      | \$2,660      |  |  |  |  |       |
| 1.11 Concept Design Drawings   | 1                       | 6                         | 12                     | 0                   | 6              | 6           |         |                 |                    |         |               |                |                  |          | \$8,800      | \$13,680     |  |  |  |  |       |
| 1.12 Concept Cost Option   | 3                       | 6                         | 12                     | 0                   | 1              | 1           |         |                 |                    |         |               |                |                  |          | \$2,830      | \$1,360      |  |  |  |  |       |
| 1.13 Utility Coordination  | 3                       | 5                         | 4                      | 0                   | 3              | 3           |         |                 |                    |         |               |                |                  |          | \$1,520      | \$0          |  |  |  |  |       |
| 1.14 USACE Pre-Application Meeting   | 6                       | 10                        | 4                      | 0                   | 4              | 3           |         |                 |                    |         |               |                |                  |          | \$1,370      | \$1,338      |  |  |  |  |       |
| 1.15 Review Meetings   | 21                      | 48                        | 49                     | 0                   | 28             | 5           | 28      | 60              | 28                 | 40      | 10            | 4              | 32               | 0        | \$2,740      | \$940        |  |  |  |  |       |
| x Hourly Rate  | \$190                   | \$160                     | \$140                  | \$90                | \$160          | \$166       | \$130   | \$115           | \$110              | \$135   | \$100         | \$90           | \$145            | \$100    |              |              |  |  |  |  |       |
| Subtotal   | \$3,960                 | \$7,680                   | \$6,860                | \$0                 | \$4,460        | \$830       | \$3,640 | \$0,900         | \$3,080            | \$5,400 | \$1,000       | \$360          | \$4,640          | \$0      | \$18,530     | \$30,330     |  |  |  |  |       |
| <b>Professional Fees for Concept Design Phase Services</b>                           |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          |              |              |  |  |  |  |       |
| <b>Total</b>   |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          |              |              |  |  |  |  |       |
|  |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          | \$11,260     | \$37,741     |  |  |  |  |       |
|  |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          | \$11,260     | \$37,741     |  |  |  |  |       |
|  |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          | \$18,530     | \$30,330     |  |  |  |  |       |
|  |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          | \$18,530     | \$30,330     |  |  |  |  |       |
|  |                         |                           |                        |                     |                |             |         |                 |                    |         |               |                |                  |          | \$48,860     | \$48,860     |  |  |  |  |       |

| Preliminary Trail Design Submittal (40% complete)       |         |          |         |      |         |         |     |          |         |          |         |     |          |
|---|---------|----------|---------|------|---------|---------|-----|----------|---------|----------|---------|-----|----------|
| 1   | 6       | 8        |         |      |         |         |     |          |         |          |         |     | \$0      |
| 2   | 3       | 6        |         |      |         |         |     |          |         |          |         |     | \$2,270  |
| 3   | 3       | 6        |         |      |         |         |     |          |         |          |         |     | \$1,440  |
| 4   | 3       | 6        |         |      |         |         |     |          |         |          |         |     | \$1,790  |
| 5   | 32      | 8        |         |      |         |         |     |          |         |          |         |     | \$6,140  |
| 6   | 8       | 8        |         |      |         |         |     |          |         |          |         |     | \$1,440  |
| 7   | 12      |          |         |      |         |         |     |          |         |          |         |     | \$3,020  |
| 8   | 4       | 4        |         |      |         |         |     |          |         |          |         |     | \$1,440  |
| 9   | 2       | 2        |         |      |         |         |     |          |         |          |         |     | \$700    |
| 10  | 2       | 2        |         |      |         |         |     |          |         |          |         |     | \$28,750 |
| 11  | 2       | 2        |         |      |         |         |     |          |         |          |         |     | \$1,560  |
| 12  | 2       | 2        |         |      |         |         |     |          |         |          |         |     | \$320    |
| 13  | 4       | 4        |         |      |         |         |     |          |         |          |         |     | \$840    |
| 14  | 4       | 4        |         |      |         |         |     |          |         |          |         |     | \$0      |
| 15  | 4       | 8        |         |      |         |         |     |          |         |          |         |     | \$2,140  |
| 16  | 4       | 2        |         |      |         |         |     |          |         |          |         |     | \$920    |
| 17  | 10      | 6        |         |      |         |         |     |          |         |          |         |     | \$2,740  |
| 18  | 6       | 6        |         |      |         |         |     |          |         |          |         |     | \$2,940  |
| 19  | 6       | 6        |         |      |         |         |     |          |         |          |         |     | \$2,740  |
| 20  | 6       | 6        |         |      |         |         |     |          |         |          |         |     | \$2,740  |
| 21  | 4       | 6        |         |      |         |         |     |          |         |          |         |     | \$2,280  |
| 22  | 12      | 92       |         |      |         |         |     |          |         |          |         |     | \$2,300  |
| 23  | 40      | 190      |         |      |         |         |     |          |         |          |         |     | \$36,000 |
| 24  | 190     | \$160    |         |      |         |         |     |          |         |          |         |     | \$33,545 |
| Subtotal  | \$7,600 | \$12,860 | \$1,440 | \$90 | \$9,560 | \$3,320 | \$0 | \$11,615 | \$9,380 | \$13,500 | \$3,500 | \$0 | \$35,670 |
| Professional Fees for Preliminary Design Phase Services |         |          |         |      |         |         |     |          |         |          |         |     |          |
| \$90,345  |         |          |         |      |         |         |     |          |         |          |         |     |          |

| Functional Trail Design Submittal (60% complete)             |         |          |          |         |         |         |     |         |         |         |         |       |          |
|--|---------|----------|----------|---------|---------|---------|-----|---------|---------|---------|---------|-------|----------|
| 1  | 4       | 5        |          |         |         |         |     |         |         |         |         |       | \$0      |
| 2  | 1       | 5        |          |         |         |         |     |         |         |         |         |       | \$1,670  |
| 3  | 2       | 5        |          |         |         |         |     |         |         |         |         |       | \$1,000  |
| 4  | 8       | 32       |          |         |         |         |     |         |         |         |         |       | \$1,350  |
| 5  | 2       | 8        |          |         |         |         |     |         |         |         |         |       | \$6,140  |
| 6  | 4       | 8        |          |         |         |         |     |         |         |         |         |       | \$1,440  |
| 7  | 2       | 12       |          |         |         |         |     |         |         |         |         |       | \$0      |
| 8  | 4       | 4        |          |         |         |         |     |         |         |         |         |       | \$2,510  |
| 9  | 2       | 2        |          |         |         |         |     |         |         |         |         |       | \$700    |
| 10   | 2       | 2        |          |         |         |         |     |         |         |         |         |       | \$1,440  |
| 11   | 2       | 2        |          |         |         |         |     |         |         |         |         |       | \$18,257 |
| 12   | 1       | 2        |          |         |         |         |     |         |         |         |         |       | \$3,222  |
| 13   | 4       | 2        |          |         |         |         |     |         |         |         |         |       | \$1,630  |
| 14   | 4       | 2        |          |         |         |         |     |         |         |         |         |       | \$1,480  |
| 15   | 4       | 2        |          |         |         |         |     |         |         |         |         |       | \$2,960  |
| 16   | 12      | 2        |          |         |         |         |     |         |         |         |         |       | \$0      |
| 17   | 1       | 3        |          |         |         |         |     |         |         |         |         |       | \$1,790  |
| 18   | 3       | 5        |          |         |         |         |     |         |         |         |         |       | \$1,095  |
| 19   | 6       | 10       |          |         |         |         |     |         |         |         |         |       | \$1,698  |
| 20   | 2       | 12       |          |         |         |         |     |         |         |         |         |       | \$3,160  |
| 21   | 31      | 77       |          |         |         |         |     |         |         |         |         |       | \$1,304  |
| 22   | 190     | \$160    |          |         |         |         |     |         |         |         |         |       | \$2,300  |
| 23   | \$5,890 | \$12,320 | \$12,180 | \$1,260 | \$4,000 | \$2,324 | \$0 | \$3,050 | \$8,580 | \$8,100 | \$5,500 | \$720 | \$3,715  |
| Subtotal   |         |          |          |         |         |         |     |         |         |         |         |       | \$0      |
| Professional Fees for Functional Trail Design Phase Services |         |          |          |         |         |         |     |         |         |         |         |       |          |
| \$78,639   |         |          |          |         |         |         |     |         |         |         |         |       |          |



|   |          |                  |                  |
|---|----------|------------------|------------------|
| Reimbursable Expenses:  |          |                  |                  |
| BMW Computer Supplies/In-House Copies                             | \$1,500  |                  |                  |
| BMW Mileage   | \$320    |                  |                  |
| <b>Total Reimbursable Expenses</b>                                |          | <b>\$1,820</b>   | <b>\$0</b>       |
| Geotechnical Investigation & Report - Not to Exceed Fee           | \$8,975  |                  | \$8,975          |
| Interpretive Exhibit Design - Includes 4 Exhibits at \$5,000 Each | \$20,000 |                  | \$0              |
| <b>TOTAL NOT TO EXCEED PROJECT FEE &amp; EXPENSES</b>             |          | <b>\$408,152</b> | <b>\$158,540</b> |
|   |          |                  | <b>\$250,612</b> |