

Memo to the Platte River Trail Ad Hoc Consultant Selection Subcommittee

Subject: Contract with Ehrhart Griffin & Associates

Date: December 2, 2003

By: Gerry Bowen

Attached is a copy of the proposed scope of services and contract with Ehrhart Griffin and Associates for the Platte River Trail Project (Highway 50 to the Lied Bridge). The total fees for the design, construction observation, wetland determination, and geotechnical investigations are \$238,046.45.

The initial construction cost estimate for the project is \$1,287,885.

The staff recommends that the subcommittee recommend to the Board that the General Manager be authorized to execute a professional services contract with Ehrhart Griffin and Associates with a "not-to-exceed" amount of \$238,046.45, subject to approval by District Legal Counsel as to form.



**OPINION OF PROBABLE CONSTRUCTION COSTS
PLATTE RIVER TRAIL**

LOCATION: OMAHA, NE
PROJECT NO.: 031340
DATE: NOVEMBER 18, 2003
BY: MLK

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	TOTAL AMOUNT (\$)
1	REMOVE 5' WINGWALLS	2	EA	\$ 2,000.00	\$ 4,000.00
2	REMOVE 8' WINGWALLS	2	EA	\$ 2,500.00	\$ 5,000.00
3	REMOVE 10' WINGWALLS	2	EA	\$ 3,000.00	\$ 6,000.00
4	REMOVE 16' WINGWALLS	2	EA	\$ 4,500.00	\$ 9,000.00
5	REMOVE RIP RAP	80	TON	\$ 8.00	\$ 640.00
6	REMOVE 24" CMP F.E.S.	1	EA	\$ 300.00	\$ 300.00
7	REMOVE 24" RCP F.E.S.	3	EA	\$ 300.00	\$ 900.00
8	REMOVE AND SALVAGE 30" CMP F.E.S.	2	EA	\$ 500.00	\$ 1,000.00
9	REMOVE 30" CMP F.E.S.	1	EA	\$ 350.00	\$ 350.00
10	REMOVE 36" CMP F.E.S.	5	EA	\$ 400.00	\$ 2,000.00
11	REMOVE 48" CMP F.E.S.	2	EA	\$ 450.00	\$ 900.00
12	STRIPPING (HANDLED TWICE)	17,500	CY	\$ 3.00	\$ 52,500.00
13	EARTHWORK (ON-SITE)	10,500	CY	\$ 3.50	\$ 36,750.00
14	EARTHWORK (IMPORT)	59,600	CY	\$ 5.50	\$ 327,800.00
15	LIMESTONE CHIPS (6" THICK)	24,000	SY	\$ 6.10	\$ 146,400.00
16	EXTEND 10' X 5' RCP BOX CULVERT	35	LF	\$ 900.00	\$ 31,500.00
17	EXTEND 10' X 8' RCP BOX CULVERT	35	LF	\$ 975.00	\$ 34,125.00
18	EXTEND 12' X 10' RCP BOX CULVERT	35	LF	\$ 1,030.00	\$ 36,050.00
19	EXTEND 16' X 10' RCP BOX CULVERT	35	LF	\$ 1,100.00	\$ 38,500.00
20	CONSTRUCT 10' HEADWALL	4	EA	\$ 4,000.00	\$ 16,000.00
21	CONSTRUCT 12' HEADWALL	2	EA	\$ 4,500.00	\$ 9,000.00
22	CONSTRUCT 16' HEADWALL	2	EA	\$ 5,000.00	\$ 10,000.00
23	12" CMP F.E.S.	43	EA	\$ 300.00	\$ 12,900.00
24	15" CMP F.E.S.	19	EA	\$ 400.00	\$ 7,600.00
25	24" CMP F.E.S.	1	EA	\$ 450.00	\$ 450.00
26	24" RCP F.E.S.	3	EA	\$ 550.00	\$ 1,650.00
27	30" CMP F.E.S.	1	EA	\$ 500.00	\$ 500.00
28	36" CMP F.E.S.	5	EA	\$ 550.00	\$ 2,750.00
29	48" CMP F.E.S.	2	EA	\$ 600.00	\$ 1,200.00
30	12" CMP CULVERT ASSUME 1/500', ALSO USE EXISTING CULVERTS L = 35 LF/EA	25	EA	\$ 875.00	\$ 21,875.00
31	15" CMP CULVERT ASSUME 15" DIA L = 45 LF/EA	19	EA	\$ 1,260.00	\$ 23,940.00
32	EXTEND 24" CMP	35	LF	\$ 40.00	\$ 1,400.00
33	EXTEND 24" RCP	105	LF	\$ 40.00	\$ 4,200.00
34	EXTEND 30" CMP	35	LF	\$ 45.00	\$ 1,575.00
35	EXTEND 36" CMP	175	LF	\$ 55.00	\$ 9,625.00
36	EXTEND 48" CMP	70	LF	\$ 70.00	\$ 4,900.00
37	RETAINING WALL A. Sta. 605+00, 4' AVG, 850 LF B. Sta. 595+00, 7' AVG, 200 LF C. Sta. 583+00, 5' AVG, 275 LF B. Sta. 655+00, 3' AVG, 450 LF	3,400 1,400 1,375 1,350	FSF FSF FSF FSF	\$ 18.00 \$ 18.00 \$ 18.00 \$ 18.00	\$ 61,200.00 \$ 25,200.00 \$ 24,750.00 \$ 24,300.00
38	AREA INLET (CMP)	43	EA	\$ 750.00	\$ 32,250.00
39	TYPE "B" RIP RAP	80	TON	\$ 24.00	\$ 1,920.00
40	SEEDING	17	ACRES	\$ 2,000.00	\$ 34,000.00
41	SILT FENCE	2,000	LF	\$ 6.50	\$ 13,000.00
42	SIGNAGE	1	LS	\$ 40,000.00	\$ 40,000.00

SUBTOTAL	\$ 1,119,900.00
15% CONTINGENCY	\$ 167,985.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COSTS	\$ 1,287,885.00

Trail is 21200 Feet long, based on Highway 31 improvement drawings
Extending box culverts, instead of pedestrian bridges
Trail is located 30' off edge of highway pavement
No land acquisition costs are included



December 1, 2003

Mr. Steven G. Oltmans, General Manager
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
8901 S. 154th Street
Omaha, Nebraska 68138-3621

An Agreement For The Provision Of Limited Professional Services

for

PLATTE RIVER TRAIL
Sarpy County, Nebraska
EGA Project No. 031340

This agreement for limited professional land surveying, civil engineering, landscape architectural, structural engineering and Geotechnical engineering services (hereinafter referred to as "Agreement") to be provided by **Ehrhart Griffin & Associates and sub-consultants** (hereinafter referred to as "A/E") for the **Papio-Missouri River Natural Resources District** (hereinafter referred to as "Owner") on the project detailed under Article 1.

ARTICLE 1
SCOPE OF SERVICES

This Scope of Services outlines the professional services required to prepare the construction drawings and specifications and provide construction management services for the Platte River Trail. This Project is located along the south side of Highway 31 from Highway 50 to the Lied Bridge in Sarpy, Nebraska. The following scope of services is based upon the conceptual design previously prepared in the A/E's Statement of Qualifications.

Basic Scope of Services

- 1.1 Geotechnical Investigation services will be provided as necessary.
- 1.2 Land Surveying services along the trail will consist of the following:
 - baseline for entire length of trail to be used for stationing purposes to establish the existing centerline profile elevations.
 - topographic survey to identify topography, above ground utilities, underground utilities (as provided by utility companies) and all existing improvements.
- 1.3 Basic A/E Design services will include the following:
 - Civil Engineering
 - coordinate entire design effort with the Landscape Architect to create a preliminary trail design.
 - design entire length of trail with all necessary detailing
 - submit for necessary permits
 - coordinate with the Nebraska Department of Roads and or/ Sarpy County Engineer

- Landscape Architecture

- work together with EGA to create preliminary design
- coordinate with EGA and review the entire construction design package
- design trail amenities and plantings

1.4 Wetlands Study and Delineation. An investigation of potential wetlands along the trail will be performed, mapped and reported. Mitigation design, if necessary cannot be determined until trail design is finalized, and will be negotiated as an additional service. Delineation will be performed after April 1, 2004.

1.5 Preliminary Design. A preliminary layout will be designed for review and approval by the Owner. Value Engineering regarding pedestrian bridge vs. box culvert extension will be performed at this stage. Alternative trail routes will be analyzed and the Owner will issue decisions as necessary to finalize ultimate trail location. A preliminary construction cost opinion will be developed at the time of preliminary design.

1.6 Probable Construction Cost Opinion. The preliminary cost opinion will be updated at completion of the design phase.

1.7 Construction Document Review Meeting the construction documents will be reviewed at the 95% completion stage with the Owner. Meeting notes will be prepared documenting the meeting's discussions and decisions.

1.8 Final Documents. Comments provided by the Owner during the 95% review stage will be incorporated into the final documents. Documents include plans and specifications. One electronic copy and one full size and two half size paper plots of all construction drawings will be provided to the Owner.

1.9 Public Hearings Public hearings will be handled by the Owner. The A/E will provide necessary materials and appear at the hearings.

1.10 Bidding Assistance. Assistance will be provided to the Owner during the bidding process. These services will include:

- Plan distribution and Bid Opening
- Respond to directions given by the Papio-Missouri River Natural Resources District and
- Providing addenda as needed.
- Prepare a bid tabulation and letter of recommendation

1.11 Construction Administration. Construction administration services will be provided during the construction implementation phase, and is estimated on a forty-five (45) hour workweek during approximate 4-month construction duration. These will include:

- Civil Engineering

- Conducting a pre-construction conference,
- Reviewing shop drawings and construction material submittals,
- Conducting extensive construction observation visits to the site during construction,
- Weekly on-site review with the Owner,
- Providing field reports for those visits, including photographs,
- Reviewing Contractor pay requests,
- Coordinating and processing any necessary change orders,

- And providing documents including, but not limited to, lien waivers and punch lists necessary to close out the project.

- Landscape Architecture

- Provide periodic construction observation services for the trail signage package and other construction items as necessary

1.12 Surveying Construction Staking services include the following:

-General trail layout
-Culvert locations

1.13 Testing Services will be provided during the construction phase including the following:

- Trail subgrade moisture/density
- Concrete cylinders and strength test
- Concrete slump and air tests
-Pile driving observations and reports

1.14 Row Acquisition. Provide all necessary documentation and property pinning required for land acquisition due to the project alignment. Fee stated is an approximation for five (5) parcel descriptions and as Row acquisition is determined at time of final design, additional services may be necessary.

Additional Services

Any services required in addition to those listed above will be performed, upon written authorization from the Owner, at the A/E's prevailing standard hourly billing rates as shown in "Article 2, FEE ARRANGEMENT".

Excluded Services

Services not set forth above as Basic Services or Additional Services and listed in Article 1 of this Agreement are excluded from the scope of the A/E's services and the A/E assumes no responsibility to perform such services.

Term of Contract

The services listed above shall be completed as follows after receipt of a "Notice to Proceed" from the Owner:

-The design phase will be completed by June 1, 2004.
-The construction phase will be initiated upon the Owner's completion of land acquisition and the availability of ISTEAF funding.

ARTICLE 2

FEE ARRANGEMENT

Professional Fees. The A/E agrees to provide the above services on the following hourly not to exceed (HNTE) basis:

- a. Wetlands Delineation (paragraph 1.4)
Two thousand two hundred dollars and no cents (\$2,700.00) (HNTE)
- b. Preliminary Design (Paragraph 1.4)
Fifty three thousand ten dollars and no cents (\$53,010.00) (HNTE)
- c. Final Design (Paragraph 1.5 through 1.8)
Seventy thousand six hundred eighty six dollars and forty seven cents (\$70,686.47) (HNTE)
- d. Construction Management (Paragraph 1.9 through 1.11)
One hundred six thousand one hundred forty nine dollars and ninety eight cents (\$106,149.98) (HNTE)
- e. ROW Acquisition (paragraph 1.14)
Two thousand five hundred dollars and no cents (\$2,500.00) (HNTE)
- f. Reimbursable Expenses allowances (Paragraph 2.3)
Three thousand dollars and no cents (3,000.00) (Maximum)

Total maximum fee including reimbursables shall not exceed \$238,046.45

Refer to exhibits A, B, and C for a breakdown of estimated hours and hourly rates for the Design and Construction Management Services respectively.

2.2 The A/E's standard hourly billing rates are as follows:

HOURLY RATE SCHEDULE

CIVIL ENGINEERING & LAND SURVEYING SERVICES

See Attached Exhibit "B"

LANDSCAPE ARCHITECTURAL SERVICES

Principal/Registered Landscape Architect	101.54/hr.
Registered Landscape Architect	89.11/hr.
Graduate Landscape Architect	48.92/hr.
See Attached Exhibit "E"	

GEOTECHNICAL AND TESTING SERVICES

See Attached Exhibit "C"

WETLAND DELINEATION

See Attached Exhibit "D"

2.3 Expenses. Anticipated reimbursable expenses will include drafting materials, long distance telephone, in-house production and mileage expenses. Reimbursable expenses shall be billed at actual cost and shall not exceed Three thousand dollars and no cents (\$3,000.00). Detailed itemization of such expense shall be made available to the Owner upon request.

2.4 Payment. The A/E will bill the Owner on a monthly basis based on percent of work completed. Billings will be provided on dates necessary to meet the Owner's payment approval schedule. Payment terms are 30 days net.

ARTICLE 3

SPECIAL TERMS AND CONDITIONS

3.1 Access to Site. Unless otherwise stated, the A/E will have access to the site for activities necessary for the performance of the services at all reasonable hours.

3.2 Not used.

3.3 Insurance. See attached Exhibit "F"

3.4 Ownership of Documents. The Owner acknowledges the A/E's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due to the A/E in both paper and electronic form. The Owner shall not reuse or make any modifications to the plans and specifications without the prior written authorization of the A/E. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E from any claim, liability, or cost arising out of or allegedly arising out of any unauthorized reuse or modifications of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of the A/E.

3.5 Codes and Standards Compliance. The A/E shall be responsible for reviewing all project plans and specification with appropriate departments and agencies for compliance with applicable ordinances, State and Federal laws, building, plumbing, electric and fire codes, and other pertinent laws and regulations in effect as of the execution of this Agreement.

3.6 Construction Observation. The A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. The Owner has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility

for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

3.7 Delays. The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by faulty performance by the

Owner or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Owner agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this Agreement.

3.8 Opinions of Probable Cost. In providing opinions of probable construction cost, the Owner understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the Contractors' method or pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience and are to be consistent with the standard of care expressed in paragraph 4.5 of this Agreement. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3.9 Shop Drawing Review. The A/E shall review and approve contractor submittals, such as shop drawings, product data, samples and other data, as required by the A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the Contractor. The A/E shall not be required to review partial submissions or correlated items have not been received.

3.10 ADA Compliance. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A/E, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other Federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A/E, however, cannot and does not warrant or guarantee that the Owner's project will comply with the interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

3.11 Hazardous Materials. It is acknowledged by both parties that the A/E's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the A/E or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist

consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

ARTICLE 4

GENERAL TERMS AND CONDITIONS

4.1 Governing Law. The laws of the State of Nebraska will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State. The parties agree to comply with all existing and applicable City ordinances, resolutions, State laws, and all existing and applicable rules and regulations.

4.2 Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

4.3 Termination. Either the Owner or the A/E may terminate this Agreement at any time with or without cause upon giving the other party (10) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with Article 2 of this Agreement.

4.4 Severability and Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles 3.2, 3.3, and 3.4 shall survive the termination of this Agreement and shall remain enforceable between the parties.

4.5 Standard of Care. Services provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

4.6 Amendment. This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

4.7 Authorization. The individual signing this agreement for and on behalf of both parties represents that he or she is a duly authorized agent of his or her respective principal.

4.8 Contract Representative. Daniel J. Dolezal of Ehrhart Griffin & Associates will serve as project manager and contact for the A/E for this project. The Owner shall designate a staff member to serve in a similar capacity.

4.9 A/E agrees to maintain records and accounts, including personnel, financial and property records, sufficient to identify and account for all costs pertaining to the project and certain other records as may be required by the Owner to assure a proper accounting for all project funds. These records shall be made available to the Owner for audit purposes and shall be retained for a period of five years after the expiration of this agreement.

4.10 Non-discrimination. A/E shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized under 42 USC ' 12101 et seq. and Omaha Municipal Code 13-89, political or

religious opinions, affiliations or national origin.

4.11 Captions. Captions used in this agreement are for convenience and are not used in the construction of this agreement.

4.12 Interest of the A/E. The A/E covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement; he further covenants that in the performance of this agreement, no person having any such interest shall be employed.

4.13 Merger. This agreement shall not be merged into any other oral or written agreement, lease or deed of any type. This is the complete and full agreement of the parties.

4.14 Strict compliance. All provisions of this agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.

Compliances-Equal Opportunity. It is the Policy of the A/E, in compliance with Title VII of the Civil Rights Act and related legislation, as well as the Nebraska Fair Employment Practices Act, to provide equal opportunity in employment for all qualified persons, and to prohibit discrimination to employment because of race, creed, color, sex, disability, marital status, national origin, military status (specifically regarding disabled veterans and veterans of the Vietnam Era or age, except where sex, disability or age is a February 5, 1987.

Owner: Papio-Missouri River Natural Resources District

Signature: _____

Signed By: Steven G. Oltmans

Title: General Manager

Date: _____

A/E: Ehrhart Griffin & Associates

Signature: _____


Signed By: Daniel J. Dolezal

Title: Associate

Date: _____

Proposed Personnel Hours Matrix - Design

Papio-Missouri River Natural Resources District
Platte River
EGA Project No. 031340

Task	Principal - in - Charge	Project Engineer	Design Engineer	Engineer Technician	Principal Landscape Architect	Landscape Architect	Graduate Landscape Architect	Registered Surveyor	Survey Crew	CADD Technician	Subtotal
One Survey											
R.L.S. Tech										40	40
Topography								26	120		135
Drafting								2		120	120
Survey Management								8			15
Subtotal - Task One	0	0	0	0	0	0	0	36	120	160	316
Two Design											
A. Agency Review Meetings	8	8			8						24
B. Option Evaluations	1	8	12	4	16	4					45
C. Preliminary Design/Alignment	4		80	65	12	4	16				181
D. Preliminary Cost Estimate	1	6	16	34	1	4	4				66
E. Final Design	3	4	164	213	1	6	2				393
F. Specifications	1		40		1	6	2				50
G. Final Quantities	1	6	20	40							67
H. Final Cost Estimate	1	14	8	4							27
I. Permits		14	30	8							52
J. Utility Status	2	12	20	8							42
K. Submittal 1 - w/ meeting	1	8	18	12							39
L. Final Submittal	1		40	12							53
M. Row Acquisition			2					12	12		26
Subtotal - Task Two	24	80	450	400	39	24	24	12	12	0	1065
Subtotal - Task Three	0	0	0	0	0	0	0	0	0	0	0
Subtotal - Task Four	0	0	0	0	0	0	0	0	0	0	0
Total Hours	24	80	450	400	39	24	24	48	132	160	1381

Proposed Personnel Hours Matrix - Construction

Papio-Missouri River Natural Resources District
Platte River Trail
EGA Project No. 031340

Task	Principal- in - Charge	Project Manager	Design Engineer	Construction Manager	Construction Observer	Principal Landscape Architect	Project Landscape Architect	Landscape Architect	Registered Land Surveyor	Survey Crew	CADD Technician	Subtotal
One Pre Construction Conference												
A. Meeting Preparation			3									3
B. Meeting	3	3	3	3	3	4	4		3			26
C. Minutes			1									1
Subtotal - Task One	3	3	7	3	3	4	4	0	3	0	0	30
Two Construction Staking												
A. Downloading & Uploading									51	191		242
B. Grading Lath												0
C. Miscellaneous										36	30	66
Subtotal - Task Two	0	0	0	0	0	0	0	0	51	227	30	308
Three Construction Observation												
A. Observation and Miscellaneous Reports	5	20	17	55	670	4	36	8				815
Subtotal - Task Three	5	20	17	55	670	4	36	8	0	0	0	815
Four Project Closeout												
A. As Builts		1		2	7						6	16
Subtotal - Task Four	0	1	0	2	7	0	0	0	0	0	6	16
Total Hours	8	24	24	60	680	8	40	8	54	227	36	1169

Professional Fee Summary

Platte River Trail

Design Engineering and Topographic Survey				
Name	Hours	\$/Hour	Cost	Total
Principal	24	43.86	\$ 1,052.64	\$ 26,073.24
Project Manager	80	37.72	\$ 3,017.60	
Design Engineer I	450	31.58	\$ 14,211.00	
Engineer Technician	400	19.48	\$ 7,792.00	
SubTotal				
Survey Project Manager	8	\$37.72	\$ 301.76	\$10,034.16
Licensed Land Surveyor	40	\$24.74	\$ 989.60	
Survey Technician	160	\$17.24	\$ 2,758.40	
Survey Crew	120	\$49.87	\$ 5,984.40	
SubTotal				
			Subtotal	\$ 36,107.40
Direct Labor Subtotal				\$36,107.40
Overhead @155.00%				\$56,147.01
Subtotal				\$92,254.41
Profit 12% of Subtotal				\$11,070.53
Total EGA Labor				\$103,324.94
Subconsultants				
Big Muddy			\$ 12,671.53	
Eco Centric			\$ 2,700.00	
Thiele Geotech			\$ 10,200.00	\$25,571.53
Other Direct Costs				
Reproduction Costs, Printing & Deliveries			\$ 1,612.71	
			Subtotal	\$ 1,612.71
				\$130,509.18

Professional Fee Summary

Platte River Trail

Construction Management and Layout				
Name	Hours	\$/Hour	Cost	Total
Principal	8	\$ 43.86	\$ 350.88	\$ 17,549.48
Project Manager	24	\$ 37.72	\$ 905.28	
Design Engineer I	24	\$ 31.58	\$ 757.92	
Construction Manager	60	\$ 25.23	\$ 1,513.80	
Construction Observer (CM)	680	\$ 20.62	\$ 14,021.60	
SubTotal				
Survey Project Manager	18	\$ 37.72	\$ 678.96	
Licensed Land Surveyor	36	\$ 24.74	\$ 890.64	
Survey Technician	36	\$ 17.24	\$ 620.64	
Survey Crew	227	\$ 49.87	\$ 11,320.49	
SubTotal				\$13,510.73
Subtotal			\$ 31,060.21	
Direct Labor SubTotal				\$31,060.21
Overhead @155.00%				\$48,298.63
Subtotal				\$79,358.84
Profit 12% of Subtotal				\$9,523.06
Total Labor				\$88,881.90
Other Direct Costs				
Subconsultants				
Big Muddy			\$ 5,148.08	
Eco Centric			\$ -	
Thiele Geotech			\$ 12,120.00	\$ 17,268.08
Reproduction Costs, Printing & Deliveries, Milage, Mobile Phone			\$ 1,387.29	
Subtotal			\$ 1,387.29	\$ 1,387.29
				\$107,537.27



THIELE GEOTECH, INC
13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171 Fax 402/556-7831

FEE SCHEDULE Platte River Trail

Code	Description	Rate
PROFESSIONAL/TECHNICAL		
P-3	Project Engineer (/hr.)	75.00
P-5	Senior Engineer (/hr.)	110.00
P-20	Drafter (/hr.)	38.00
P-21	Senior Drafter (/hr.)	45.00
P-40	Special Inspector (/hr.)	49.00
P-41	Structural Steel Inspector (/hr.)	54.00
P-42	Technician (/hr.)	38.00
P-43	Level II Technician (/hr.)	44.00
P-44	Level III Technician (/hr.)	50.00
P-45	Senior Engineering Technician (/hr.)	70.00
TRIP CHARGE		
T-2	Trip Charge - Zone 2 (/trip)	54.00
FIELD		
F-1	Compaction Test (ea.)	26.00
F-2	Field Moisture Content (ea.)	16.00
F-3	Concrete Test Set (slump/air/temp/cast up to 3 cyl) (/set)	61.00
F-4	Cast Additional Cylinder (ea.)	7.00
F-8	Additional Slump Test (ea.)	13.00
F-9	Additional Air Content Test (ea.)	19.00
F-10	Unit Weight/Yield Test (ea.)	42.00
F-40	Install Settlement Gauge (includes materials) (ea.)	180.00
F-41	Extend Settlement Gauge (ea.)	50.00
F-42	Settlement Readings (/hr.)	85.00
LABORATORY - SOIL		
S-1	Moisture Content (ea.)	6.00
S-2	Unit Weight Test (ea.)	15.00
S-3	Unconfined Compression Test (ea.)	25.00
S-4	One-Dimensional Consolidation Test (ea.)	220.00
S-5	Atterberg Limits (/set)	62.00
S-7	Sieve Analysis (ea.)	62.00
S-8	Percent Fines Test (ea.)	30.00
S-10	Standard Proctor (ea.)	135.00
S-11	Modified Proctor (ea.)	145.00
LABORATORY - CONCRETE		
C-1	Compressive Strength of Cylinder (ea.)	14.00
C-7	Hold (strip & cure) (ea.)	10.00

FEE SCHEDULE

Platte River Trail

Code	Description	Rate
LABORATORY - AGGREGATE		
G-1	Absorption and Specific Gravity of Aggregate (ea.)	75.00
G-2	Sieve Analysis of Aggregate (ea.)	62.00
G-3	Sample Preparation/Reduction from Bulk Sample (ea.)	30.00
G-4	Soundness - Sodium or Mag. Sulfate (5 cycles) (ea.)	185.00
G-8	Abrasion (ea.)	145.00
MOBILIZATION		
M-2	Mobilization (Zone 2)	130.00
M-11	Mobilization Surcharge for ATV Rig	200.00
DRILLING		
D-2	Drill Crew Standby (/hr.)	150.00
D-3	Exploratory Drilling (<i>flight augers</i>) (/ft.)	9.00
D-6	Exploratory Drilling (<i>hollow stem augers</i>) (/ft.)	12.50
REIMBURSIBLE EXPENSES		
E-1	Reimbursable Expenses	Cost + 10%

Note: Trip charges and unit rates for field testing services apply to on-call testing. These unit rates are not additive to the hourly technician charges that apply to full-time observation/testing services. Hourly charges for technicians apply to site waiting time due to delays beyond our control, or when full-time testing/observation is provided. Laboratory testing will be charged at the indicated unit rates.

Construction Testing Estimate Worksheet

Platte River Trail
Highway 31, Sarpy County

11/17/03

Description		Estimated Quantity	Unit Rate	Estimated Cost
Grading	70,100 cy			
Compaction Test (ea.)		59.0	26.00	1,534.00
Trip Charge - Zone 2 (/trip)		20.0	54.00	1,080.00
Standard Proctor (ea.)		2.0	135.00	270.00
Atterberg Limits (/set)		2.0	62.00	124.00
Retaining Walls	4 walls			
Compaction Test (ea.)		8.0	26.00	208.00
Trip Charge - Zone 2 (/trip)		3.0	54.00	162.00
CMP Culverts	about 70 culverts? (new plus extend)			
Compaction Test (ea.)		30.0	26.00	780.00
Trip Charge - Zone 2 (/trip)		10.0	54.00	540.00
Extend Box Culverts	4 box culverts			
Concrete Test Set (slump/air/temp/cast up to 3 cyl) (/set)		8.0	61.00	488.00
Compressive Strength of Cylinder (ea.)		24.0	14.00	336.00
		12.0	54.00	648.00
Compaction Test (ea.)		24.0	26.00	624.00
Trip Charge - Zone 2 (/trip)		12.0	54.00	648.00
Pedestrian Bridge	possible			
Special Inspector (/hr.)		20.0	49.00	980.00
Trip Charge - Zone 2 (/trip)		5.0	54.00	270.00
Concrete Test Set (slump/air/temp/cast up to 3 cyl) (/set)		4.0	61.00	244.00
Compressive Strength of Cylinder (ea.)		12.0	14.00	168.00
Trip Charge - Zone 2 (/trip)		6.0	54.00	324.00
Aggregate Surfacing	6,750 tons			
Sieve Analysis of Aggregate (ea.)		2.0	62.00	124.00
Trip Charge - Zone 2 (/trip)		2.0	54.00	108.00
Miscellaneous	meetings, PM, review test reports			
Senior Engineer (/hr.)		8.0	110.00	880.00
		Subtotal		10,540.00
Contingency	discretionary tests, retests, and other tests not listed		15%	1,580.00
		Total		12,120.00

Other Services

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

Geotechnical Engineering Estimate Worksheet

Platte River Trail
Highway 31, Sarpy County

11/17/03

Geotechnical Exploration

Mobilization

Zone 2

130.00

Exploratory Drilling (hollow stem augers) (/ft.)

(2 borings total)

2 @ 50

100

12.50

1,250.00

Exploratory Drilling (flight augers) (/ft.)

(11 borings total)

3 @ 20

4 @ 15

4 @ 10

210

9.00

1,890.00

Laboratory (estimate based on drilling cost)

1,430.00

Engineering/Report (estimate based on drilling & lab cost)

1,500.00

Subtotal

6,200.00

Retaining Wall Design

Senior Drafter (/hr.)

40

45.00

1,800.00

Senior Engineer (/hr.)

20

110.00

2,200.00

Subtotal

4,000.00

Total

10,200.00

ECO~CENTRICS

SUSANNE M. HICKEY & GEORGE R. CUNNINGHAM

2041 NORTH 66TH STREET OMAHA, NEBRASKA 68104 (402) 561-9422 DACESH@AOL.COM

17 November 2003

Scott L. Kearney, P.E.
Ehrhart Griffin & Associates
3915 Cuming Street
Omaha, NE 68131

RE: Wetland Delineation of Potential Wetland Habitats along Highway 31 north of the Platte River near Louisville, Nebraska.

Scott:

Please accept this proposal to investigate the potential for wetlands along, and within the vicinity of, Nebraska State Highway 31 west of State Highway 50 near Louisville, Nebraska. From the map your firm provided us, the area to be inspected lies north of the Platte River and is approximately 4 miles in length commencing at the junction of State Highways 31 and 50. The areas to be inspected for wetlands consist mainly of 17 pipe culvert and 4 box culvert locations. However, all habitat areas will be inspected for the possibility of wetlands.

Work to Be Completed:

Conduct a physical site inspection and wetland determination and delineation along the proposed trail adjoining Highway 31. The determination will follow procedures outlined in *Technical Report Y-87-1, Corps of Engineers Wetlands Delineation Manual*. The field inspection will consist of walking the described area to determine if potential wetland habitats exist along this corridor. If conditions appear suitable for wetland habitats, these potential habitats will be delineated. Observations, notes, and descriptions of the hydrologic signatures, vegetation, and soil classification used to determine wetland habitats and boundaries will be compiled in report form.

Particular features examined during the delineation process include:

- presence of hydrophilic vegetation
- presence of hydric soil formation
- presence of hydrologic signature e.g. ordinary high water mark, flood zones

Delineated areas will be surveyed by EGA and a map produced depicting wetland areas and associated acreage. A report, with a detailed map, will be submitted to EGA.

The ability to conduct this wetland survey is contingent upon the weather, since a determination of wetlands cannot be accomplished while snow is on the ground. Moreover, the Omaha Regulatory Office of the Corps of Engineers has stated that delineation should occur between 01 April and 01 November, which is just before, during and immediately after the

growing season. Thus, the wetland delineation for the proposed trail will commence in early spring 2004 and be completed by 30 April 2004.

ECO~CENTRICS

Hours and Costs

Estimated field hours is 20 hours (2 days in the field)
Estimated report preparation and writing is 15 hours.

Not to Exceed Cost:

\$2,200.00 - this figure is based on estimated hours spent in the field, report preparation and writing, and mileage. Hourly rate is \$60.00/hour, mileage at \$0.36.

An amendment to this proposal is the additional work that may be required along the sand pit lake located just west of the junction of Highways 31 and 50. If the proposed trail is designed to follow the old railroad right of way south of the sand pit lake, additional time will be needed to delineate this area because of the potential for complex habitat features in this area. If EGA indicates this area should be delineated, an additional cost of \$500.00 will be added to the not to exceed cost of \$2,200.00, for a total cost of \$2,700.00.

If you have any questions, please contact us; we look forward to working with you on this project.

Sincerely,

George R. Cunningham

Exhibit "E"

An Agreement For The Provision Of Limited Professional Services
for
Ehrhart Griffin & Associates, Inc.
Platte River Trail
Sarpy County, Nebraska

This agreement is for limited professional landscape architectural services (hereinafter referred to as "Agreement") to be provided by the **Big Muddy Workshop, Inc.** (hereinafter referred to as "A/E") for **Ehrhart Griffin & Associates, Inc.** (hereinafter referred to as "Prime A/E") on the project detailed under Article 1.

ARTICLE 1
SCOPE OF SERVICES

This Scope of Services outlines the professional services required to assist the Prime A/E in the design of the Platte River Trail which is to follow Nebraska Highway 31 from Highway 50 to the parking lot for the Lied Bridge located near Schramm State Park. The A/E's work will primarily involve reviewing trail alignment design concepts prepared by the Prime A/E and preparing selected construction documents for trail signage and landscape seeding. The A/E will attend meetings with officials from Sarpy County and the Nebraska Department of Roads to review zoning, land use and right-of-way issues associated with the trail. The A/E will prepare graphic support documents indicating the preliminary trail alignment and design features and will provide these to the Owner for their use at public information meetings.

The project Owner is the Papio-Missouri River Natural Resources District.

Preliminary Design:

Task 1 Agency Review Meetings. The A/E will attend one meeting with the Prime A/E and Sarpy County officials to review current and future zoning and land use adjacent to the proposed trail to discuss their implications on the trail design. The A/E will attend up to two meetings with the Prime A/E and Nebraska Department of Roads officials to review right-of-way issues associated with the trail including requirements for new driveway approaches and permitting.

Task 2 Option Evaluation. The A/E will meet once on-site with the Prime A/E to review the proposed trail alignment. The A/E will assist the Prime A/E in reviewing potential alignment options and trail design features.

Task 3 Preliminary Design/Alignment. The A/E will review horizontal alignments prepared by the Prime A/E and provide redline comments. The A/E will prepare graphic support drawings, including plans and sections, to indicate proposed trail design features and will provide these to the Owner for their use at public information meetings. The A/E will attend one progress meeting with the Owner and Prime A/E during the preliminary design phase to review alignment options

and trail design features. Attendance and participation at public information meetings is not included in this Scope of Services. The A/E will, as an “Additional Service”, attend public information meetings or meetings with individual landowners as requested by the Prime A/E.

Task 4 Preliminary Cost Estimate. The A/E will prepare an opinion of probable construction costs for landscape seeding and trail signage at the preliminary design phase to reflect the current plan in accordance with Article 3.8 of this Agreement.

Final Design:

Task 5 Seeding Construction Documents. The A/E will prepare construction drawings indicating the extent of seeding and seeding types for disturbed areas along the trail.

Task 6 Trail Signage Layout Redline Sketch & Signage Construction Documents. The A/E will provide a “redline” sketch of the trail signs locations that will be used by the Prime A/E in preparing final trail layout plans. The A/E will prepare special plans of the sign details including a matrix that will serve as the trail signage schedule.

Task 7 Seeding & Signage Specifications. The A/E will prepare technical specifications in the NDOR format for the landscape seeding and trail signage including shop drawing and sample submittal requirements.

Task 8 Final Quantities. The A/E will determine final quantities for construction pay items associated with the landscape seeding and trail signage. The A/E will provide this information to the Prime A/E for their use in preparing a summary of final quantities for the project.

Task 9 Final Cost Estimate. The A/E will update the opinion of probable construction costs for landscape seeding and trail signage which was prepared during the preliminary design phase to reflect the current plan.

Task 10 Review Meeting. The A/E will attend one progress meeting with the Owner and Prime A/E during the final design phase. The A/E will attend other review meetings as an “Additional Service”.

Construction Engineering:

Task 11 Pre-Construction Conference. The A/E will attend and participate in a pre-construction conference with the Owner, Prime A/E and Contractor to discuss construction requirements and issues.

Task 12 Construction Observation. The A/E will provide up to 8 construction observation visits to review trail signage staking, construction and landscape seeding. The A/E will review the trail signage and landscape seeding shop drawings or sample submittals provided by the Contractor for conformance with the requirements indicated in the contract documents. The A/E will conduct an on-site visit to review trail signage construction and seeding and will prepare a final punchlist of items needing to be completed.

Additional Services

Any services required in addition to those listed in the Scope of Services and including subsequent design phases for this project will be performed upon written authorization from the Prime A/E at the A/E's prevailing standard hourly billing rates plus reimbursable expenses as shown on Attachment "A".

Excluded Services

Services not set forth above as Basic Services or Additional Services and listed in Article 1 of this Agreement are excluded from the A/E's Scope of Services and the A/E assumes no responsibility to perform such services.

Exhibit "F"

From: Bowen, Gerry [gbowen@pacionrd.org]

Sent: Monday, November 24, 2003 4:17 PM

To: ddolezal@ehrhartgriffin.com

Subject: Platte River Trail

1. ENGINEERS INSURANCE. The contract between the DEVELOPER and the SID on the one hand, and the ENGINEERS on the other hand (hereinafter referred to as **the ENGINEERING CONTRACT**"), shall require the ENGINEERS to purchase, and maintain until the expiration of two years after completion of the PROJECT, the following policies of insurance with minimum requirements as shown:

- a) Workmens Compensation and Employers Liability
 - i) Workers' Compensation: statutory minimum
 - ii) Longshore and Harbor Workers' Compensation Act endorsement and Admiralty Law endorsements required if the WORK involves maritime operations.
 - iii) Employer's Liability: \$100,000.00 per accident.
- b) Professional malpractice
 - i) Bodily Injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate
 - ii) Property Damage: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate
- c) Comprehensive General Liability (including Premises-Operations, Independent Contractors' Protection, Products Liability and Completed Operations, Broad Form Property Damage, and Contractual Liability):
 - i) Bodily Injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate

- ii) Property Damage: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate
- iii) Policy form for General Liability coverages shall be Comprehensive General Liability only.
- iv) General Liability coverages shall be provided on an occurrence basis only.

d) Contractual Liability:

- i) Bodily Injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate
- ii) Property Damage: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate

e) Personal Liability: (Employment Exclusion deleted)
\$2,000,000.00 aggregate

f) Business Auto Liability (including owned, non-owned and hired vehicles):

- i) Bodily Injury: \$1,000,000.00 per person, \$2,000,000.00 per accident
- ii) Property Damage: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate

g) General Provisions: (i) Limits may be covered with a combination of primary and excess policies. (ii) All policies shall be endorsed to have any annual aggregate apply on a per-project basis, and to provide for 30-days written notice to the SID, the DEVELOPER and the NRD prior to termination or change in the coverage provided. (iii) The SID, the DEVELOPER and the NRD reserve the right to approve the ENGINEERS' insurers."

Gerry Bowen
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621